

CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, OCTOBER 2, 2019 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL  
1801 9th Ave. N.  
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

- (1) ROLL CALL
- (2) INVOCATION
- (3) PLEDGE OF ALLEGIANCE
- (4) PROCLAMATIONS AND PRESENTATIONS
  - (a) Texas City Lions Club 80th Anniversary
- (5) REPORTS
  - (a) Aquatic Program (Recreation and Tourism)
- (6) PUBLIC HEARING
  - (a) Fidelina Ramirez/Angie Boudreaux request to rezone from "A" (Single Family Residential) to "O-P" (Office Professional) to construct a commercial building to be used as a dialysis facility. Being 2.36 acres out of Blocks 2,5 and the abandoned 8th Ave. right-of-way of Highlands Addition S/d. Located in the 800 blk. of 34th St. N.
- (7) PRELIMINARY ZONING APPROVAL
  - (a) Consider approval of the request by Fidelina Ramirez/Angie Boudreaux to rezone from "A" (Single Family Residential) to "O-P" (Office Professional) to construct a commercial building to be used as a dialysis facility.
- (8) PRELIMINARY PLAT APPROVAL

- (a) Consider approval of Master Plan for Central Park Subdivision, being 89.75 acres out of the W.K. Wilson Survey and consisting of 357 lots. Located east of Century Boulevard and north of Lone Trail Village.
  
- (9) PUBLIC COMMENTS
  
- (10) CONSENT AGENDA
  - (a) Approve City Commission Minutes for September 18, 2019 meeting. (City Secretary)
  
  - (b) Consider and take action on Resolution No. 19-091, approving the appointments and/or re-appointments to various Boards, Commissions, and Committees. (Management Services)
  
  - (c) Consider and take action on Resolution No. 19-092, approving an agreement with a third party administrator(s) for the City's self-funded health, stop loss and other employee insurance benefits. (Human Resources)
  
  - (d) Consider and take action on Resolution No. 19-093, approving and authorizing the Mayor to enter into a Professional Services Agreement with Axon Enterprise, Inc. to provide portable digital media recorder services to the Fire Department. (Fire Department)
  
  - (e) Consider and take action on Resolution No. 19-094, approving the Lease Agreement between Texas City Salvation Army of Galveston County and the City of Texas City. (Recreation and Tourism)
  
  - (f) Consider and take action on Resolution No. 19-095, approving the execution of an engineering agreement with ARKK Engineers, LLC., for the 14th Street Ditch Improvements Project. (Public Works)
  
  - (g) Consider and take action on a Resolution No. 19-096, authorizing the filing of an application with the Texas Parks and Wildlife Department for funding of the Dike Road Boat Ramp Bulkhead Improvements. (Public Works)
  
  - (h) Consider and take action on Resolution No. 19-097, approving the execution of an engineering agreement with ARKK Engineers, LLC, for the Final Design and Construction Phases of the Fire Department Training Facility on Humble Camp Road. (Public Works)
  
- (11) MAYOR'S COMMENTS
  
- (12) COMMISSIONERS' COMMENTS
  
- (13) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON SEPTEMBER 27, 2019, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

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NICHOLAS J. FINAN  
CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(6) (a)**

**Meeting Date:** 10/02/2019

Fidelina Ramirez/Angie Boudreaux Rezoning Public Hearing

**Submitted For:** Jean Vincent, Transportation and Planning

**Submitted By:** Jean Vincent, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Fidelina Ramirez/Angie Boudreaux request to rezone from "A" (Single Family Residential) to "O-P" (Office Professional) to construct a commercial building to be used as a dialysis facility. Being 2.36 acres out of Blocks 2,5 and the abandoned 8th Ave. right-of-way of Highlands Addition S/d. Located in the 800 blk. of 34th St. N.

**BACKGROUND**

This request was granted approval by the Zoning Commission during a Public Hearing held on September 3, 2019. There was no opposition to the request to rezone and it is in an Activity Corridor designation on the Land Use Plan for Texas City. The staff reviewed the request to rezone to "O-P" and had no objection to the approval to rezone.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibits

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# Memo

**To:** Zoning Commission  
**From:** Doug Kneupper, City Engineer   
**CC:**  
**Date:** August 28, 2019  
**Re:** Office-Professional Zoning - 800 Block of 34<sup>th</sup> Street North

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**Background:** The landowner (Angie Boudreaux) owns 2.36 acres of undeveloped property at the southwest corner of 34<sup>th</sup> Street and 9<sup>th</sup> Avenue. The applicant, LEGACY ADPR, an architectural firm, is working with a healthcare group and intends to develop the property into a dialysis facility. There will be a single, 8,000 sq. ft., one- story office building with associated paving, parking, landscaping and open space. To be able to utilize the property in this manner, a zone change is needed from the current Single-Family Residential to Office - Professional.

Existing developments surrounding the proposed site are multi-family residential to the north; TNMP service center to the west; commercial services to the east, across 34<sup>th</sup> Street; and undeveloped to the south.

The City's Land Use Plan shows this area as being "Activity Corridor". The "Activity Corridor" category supports the development of higher intensity land uses including business offices in proximity to freeways and highways. The requested zoning is in accordance with the City's adopted Land Use Plan.

As indicated on the attached zoning map, there is multi-family residential to the north; Light Industrial to the west' and General Business to the east.













**Analysis/ Recommendation:** If approved, the Office - Professional zoning could be developed as office buildings, medical and dental clinics, financial institutions, and administrative offices. Development of this tract would require adherence to city standards with appropriate building facade, landscaping, parking and open space.

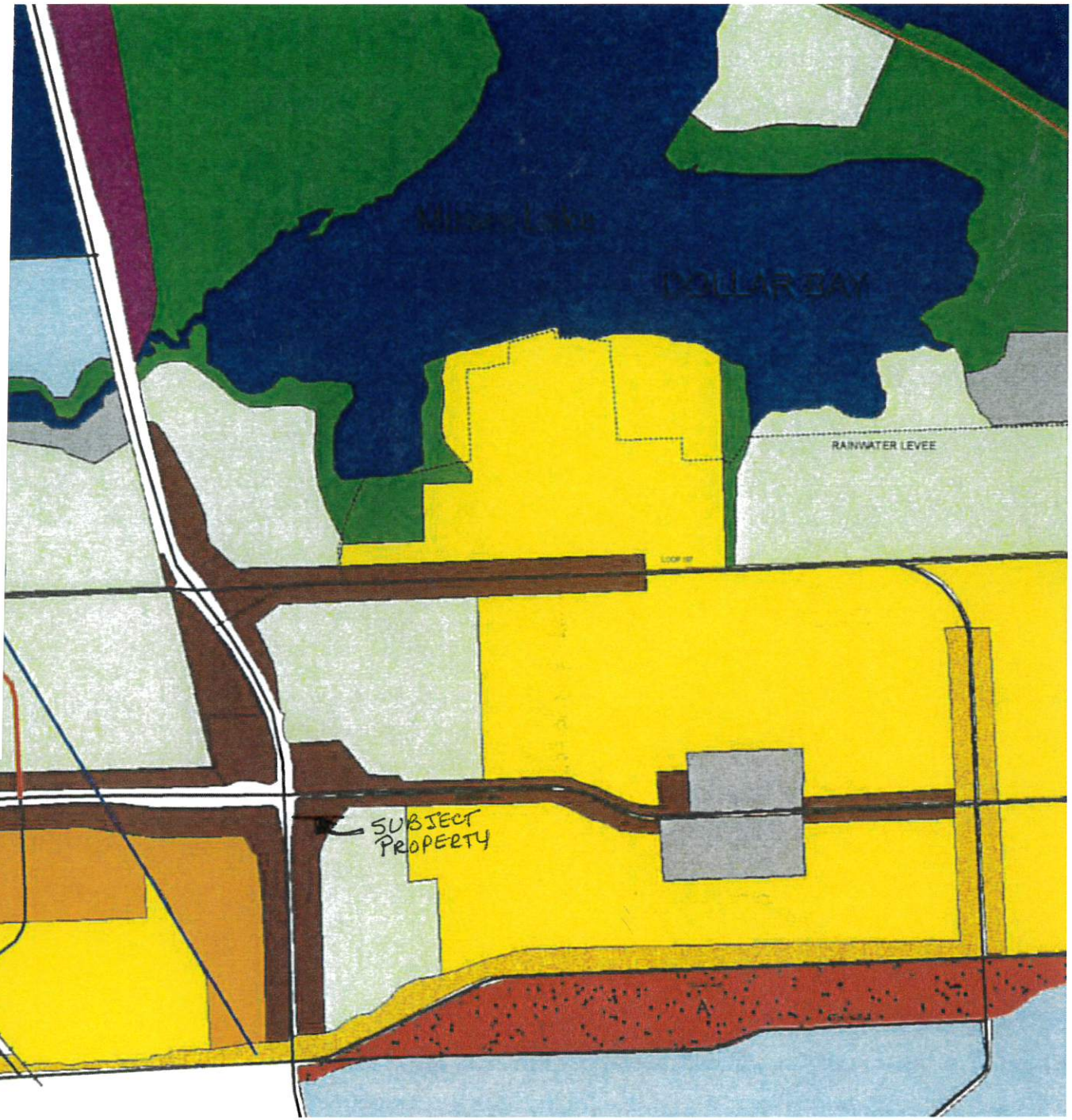
City water and sewer are readily available to the site. Drainage will require some analysis and consideration, but there appears to be capacity in outfall culverts on the east side of 34<sup>th</sup> Street. Primary access for this property will be from 34<sup>th</sup> Street and 9<sup>th</sup> Avenue; both City roadways. All improvements and development of the property will require a Detailed Site Plan to be reviewed by city staff and approved by the Planning Board. The property is not in a mapped floodplain, but may need fill material to elevate the building in accordance with the adopted flood damage prevention ordinance.

Based on the surrounding land uses, existing development and zoning, city staff has no objection to the rezoning request for O-P, Office - Professional.

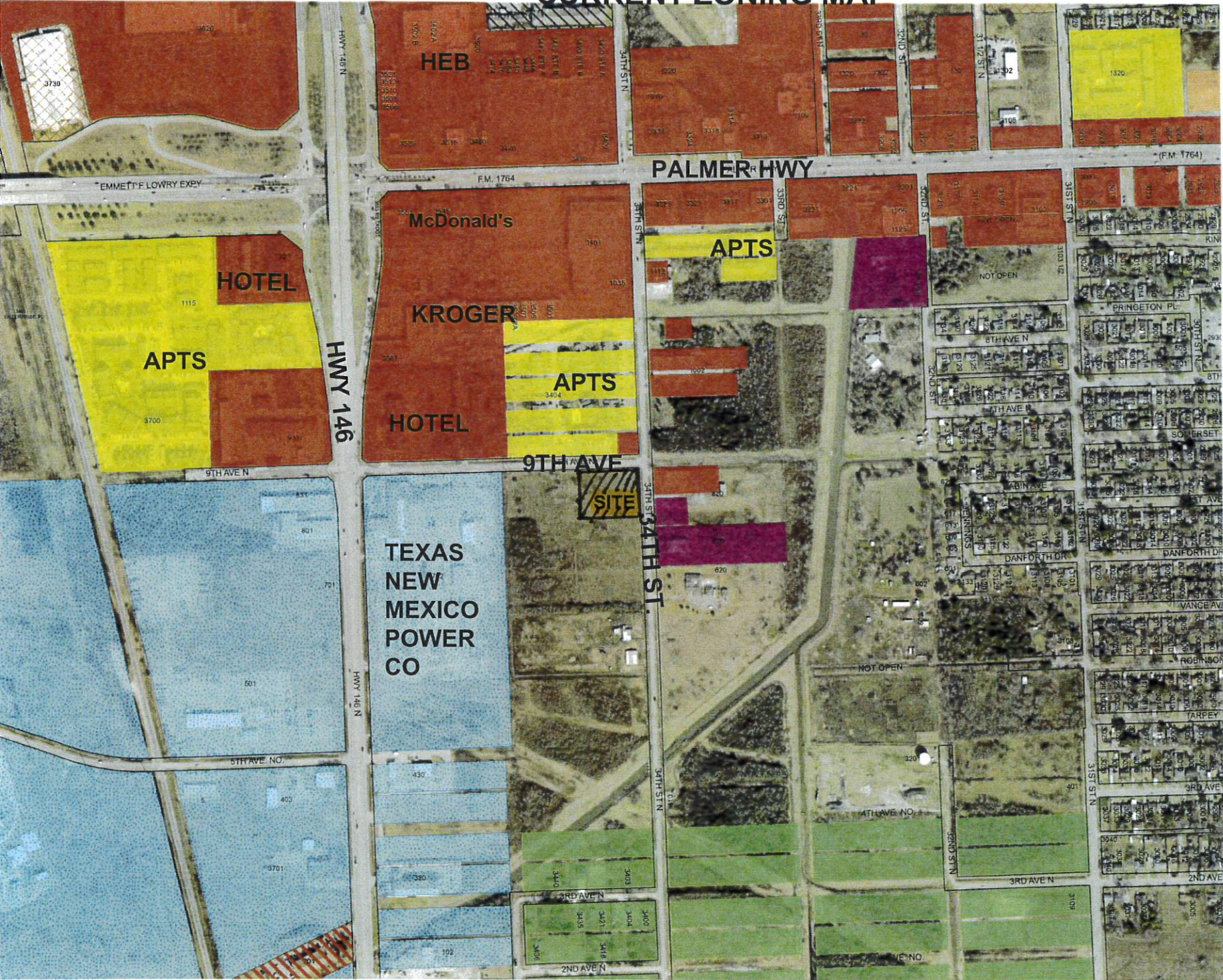
# Land Use Plan for Texas City

## Land Use Areas

-  **Established Neighborhoods** are the built-up areas of the City which are generally characterized by satisfactory structural housing conditions and neighborhoods mostly free from blighting influences such as mixed land use patterns, abandoned buildings, and street layouts inappropriate for residential development. These predominantly residential neighborhoods may include some undeveloped tracts which should also become residential. Any proposed nonresidential development should be limited, carefully reviewed, and only adjacent to designated major thoroughfares and/or activity corridors. Zoning and capital improvement policies should protect and enhance established neighborhoods.
-  **Neighborhood Growth Areas** are intended to accommodate Texas City's needs for new residential neighborhoods and related shopping areas and community facilities for the foreseeable future. Community facilities may include parks, schools, libraries, fire stations, and recreation centers. Development of neighborhood growth areas in general accordance with the Neighborhood Unit Concept allows for a diversity of housing types and convenient access to community facilities and retail centers while still identifying and protecting single-family residential areas from intrusions of incompatible land uses and heavy vehicular traffic.
-  **Waterfront Conservation & Recreation Areas** are wetlands, flood plains, limited uplands and other areas of natural beauty adjacent to Galveston Bay, Moses Lake, Dollar Bay and Moses and Dickinson Bayous. These areas are, for the most part, not developable due to environmental considerations or flooding potential or because it is not economically feasible for either the City or private developers to provide the necessary access or infrastructure. They will remain primarily as open spaces. Federally defined wetlands should be identified and protected. Flood plains and uplands should be utilized for passive and Active Park and recreational and tourism type uses including marinas, restaurants, hotels, and related retail.
-  **Activity Corridors** parallel freeway and highways with higher intensity land uses. These uses are primarily region serving and include malls, commercial, and open display retailing, wholesale, distributing and warehousing operations, and restricted light industry, business offices, hotels and motels, and higher density residential development. The depths of these corridors may vary slightly on either side of the freeway or highway dependent upon specific types of land uses. The intensity of development should decrease in proportion to the distance from the freeway or highway.
-  **Low Intensity Activity Corridor** is located along the east side of State Highway 146, north of Moses Lake. The corridor serves as a transition zone between the high way and the habitat of the Attwater Prairie Chicken and endangered species. Limited low intensity commercial, Business Park, warehouse, recreation and tourism related uses are appropriate in accordance with the development standards of the State Highway 146 overlay-zoning district. Because of the adjacent to the Attwater Prairie Chicken Preserve, residential uses are not recommended.
-  **Revitalization Corridors** are the areas of Texas City where prompt action is needed to prevent or reverse deterioration specifically along Texas Avenue and 6<sup>th</sup> Street. These corridors are characterized by dilapidated structures, far to poor housing conditions, incompatible mixture of land uses and declining numbers of housing units and small businesses. Recommended approaches to conserving and revitalizing these areas are discussed in the "Goals and Strategies for Texas City" report prepared by the Goals 2000 Committee.
-  **Business and Light Industrial Growth Areas** should consist of a combination of office and mixed commercial uses, research and development facilities, and light industrial plants in coordinated, master planned campus like settings. Interdependent and complementary businesses and industries are ideal for these areas. The business and light industrial growth areas shown on the Plan are well served by existing freeways, thoroughfares, and major railways. A number of pipelines are also located in these areas. Planning for the types of uses identified herein can be more easily accommodated with the existing pipelines and other physical conditions.
-  **Industrial Areas** provide for intensive industrial, manufacturing and maritime related uses located nonadjacent to residential neighborhoods. Future expansion of heavy industrial uses should be limited to Shoal Point, the ship channel district and remaining undeveloped lands to the south of the existing petrochemical facilities.
-  **A. Industrial Transition Zone** - This zone is located parallel with and adjacent to the south side of Texas Avenue. Any proposed development within the Industrial Transition Zone should be limited to nonresidential uses. Typical land uses for this zone could consist of outdoor storage, office professional, commercial, and industrial warehousing. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping, and screening. The intent for the enhanced performance standards is to provide reasonable aesthetics and visual screening to the industrial land use south of 5<sup>th</sup> Avenue South.
-  **B. Dickinson Bayou Transition Zone** - This zone is located on the north side of Dickinson Bayou east of 29<sup>th</sup> Street and south of Avenue R. Land uses within this zone include all uses except heavy industry. This zone will require enhanced performance standards, i.e., setbacks, parking, landscaping and screening that are intended to provide a more attractive waterfront environment.
-  **Public / Institutional Areas** include major government, educational, and medical facilities located throughout the City.
-  **Growth Reserves** are recommended as long-term expansion areas of the City that could not be economically served with City utilities in the foreseeable future. These areas are also beyond the limits of the existing hurricane protection levee. Development should be directed away from these reserves and into recognized activity corridors and neighborhood growth areas. Any interim uses should be monitored to avoid threatening Texas City's long-term growth prospects.



# CURRENT ZONING MAP



# LEGACY A-D-P-R

1245 SOUTHRIDGE COURT, SUITE 102, HURST, TEXAS 76053

(817) 864-8702 TEL.

WWW.LEGACYADPR.COM

July 11, 2019

#19012BOU

City of Texas City  
Engineering & Planning Department  
928 5<sup>th</sup> Ave North  
Texas City, Texas 77590

Letter of Intent: SW Corner lot on 9<sup>th</sup> Ave. N & 34<sup>th</sup> St. N

To Whom It May Concern:

Legacy ADPR is submitting this Letter of Intent on behalf of Angie Boudreaux.

SW Corner lot on 9<sup>th</sup> Ave. N & 34<sup>th</sup> St. N (otherwise known as Abstract 63 Blocks 1,2 & 4 Thru 8 & Adjacent Abandoned Rows (1-12-0) Highland Addition) is a 9.4487 Acres / 411,585 square foot lot. Currently the lot is vacant and not in use. The request is to rezone the existing lot from A - Single Family Residential to O-P Office Professional

The intent is to develop a 8,000 (+/-) square foot, single tenant, dialysis facility at the NE corner of the lot. The building and development will sit on 2.36 Acres / 102,802 square feet of the total existing lot.

The dialysis facility will be a 24-station clinic. They will operate Monday through Saturday from 5:00 a.m. to 6:00 p.m. (hours subject to change with associated patient count). Development will require 26 parking stalls; 41 parking stalls have been provided.

Legacy ADPR has been selected as the architect for this project. A general contractor has not been selected yet.

If you have any questions about this project you can contact Fidelina Ramirez at Legacy ADPR at (817) 864-8702.

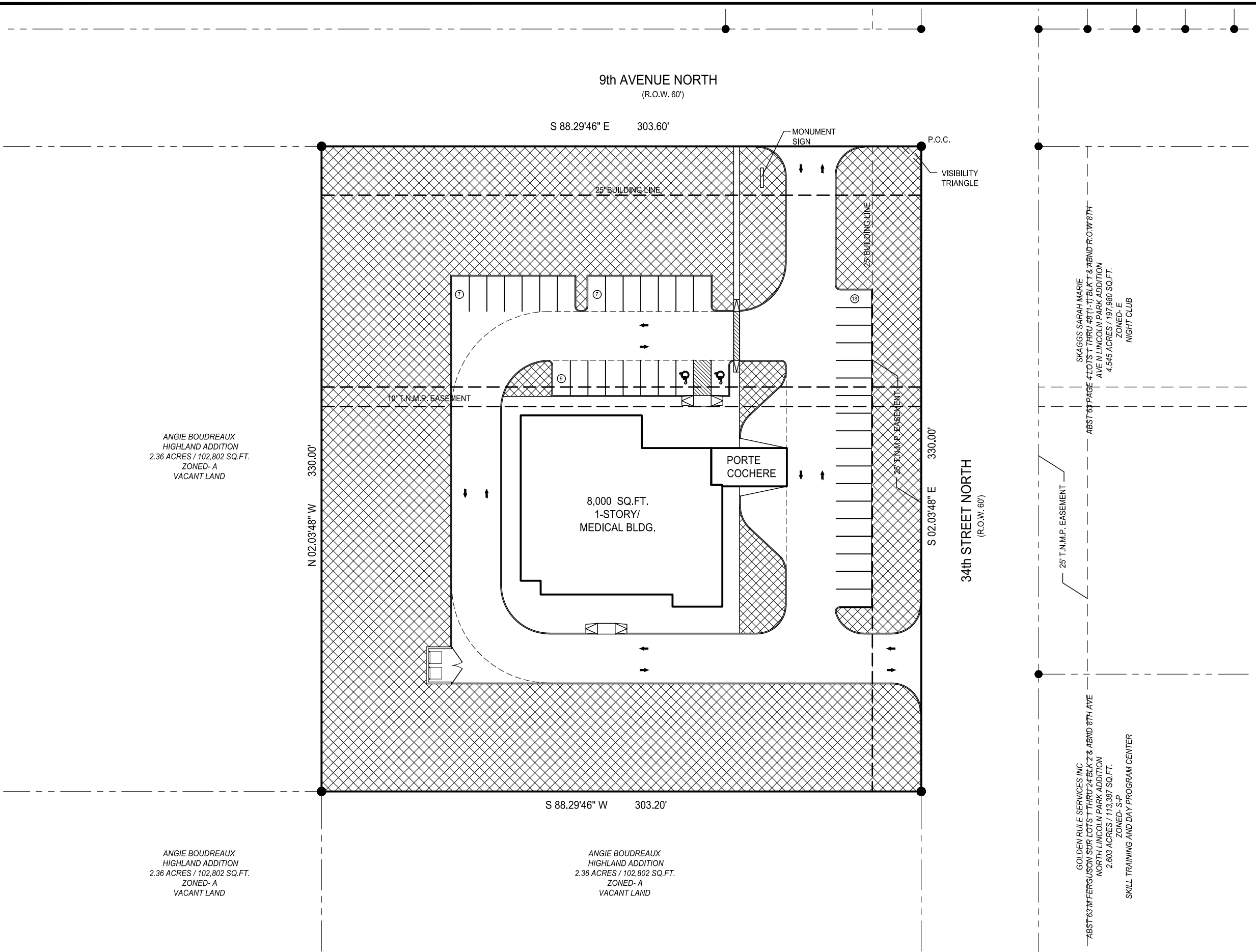
Sincerely,



**Fidelina E. Ramirez, RA, NCARB**  
**Legacy ADPR**  
Texas Architect Registration No. 26463

July 11, 2019

Date



VICINITY MAP



ZONING EXHIBIT - SITE PLAN

ABST 63 BLKS 1, 2 & 4 THRU 8 & ADJ ABND R.O.W.S (1-12-0)  
HIGHLAND ADDITION TO TEXAS CITY, VOL. 12 PG 8, G.C.M.R.  
9.4487 ACRES  
CITY OF TEXAS CITY, GALVESTON COUNTY, TEXAS  
ZONED - A TO E

SITE DATA SUMMARY CHART

(A) LOT AREA (ENTIRE SITE)	102,802 S.F. / 2.36 AC.
(B) SETBACK REQUIRED BY ZONING	
FRONT BUILDING LINE	25' FRONT B.L.
WEST BUILDING LINE	0' SIDE B.L. NON-RES.
EAST BUILDING LINE	25' SIDE B.L. STREET
REAR BUILDING LINE	0' REAR B.L. NON-RES.
(C) PROPOSED DEVELOPMENT	
DIALYSIS CLINIC	8,000 S.F.
PORTE COCHERE	754 S.F.
(D) PARKING SUMMARY	
REQUIRED	26 SPACES (1/300)
PROVIDED	41 SPACES
(E) FLOOR AREA RATIO	
LOT COVERAGE (S.F.)	0.09:1
(F) OPEN SPACE	
LANDSCAPE AREA PROVIDED	54,994 S.F. (53%)
IMPERVIOUS COV. EX. BLDG.	45,284 S.F. (44%)
IMPERVIOUS COV. INC. BLDG.	54,038 S.F. (52%)
BUILDING COVERAGE	8,754 S.F. (9%)
(G) BUILDING HEIGHT	--

HATCH LEGEND

CONCRETE	
LANDSCAPE	
BUILDING AREA	

LINE TYPE LEGEND

PROPERTY LINE	
EASEMENT LINE	
BOUNDARY LINE	

THIS ELECTRONIC DRAWING FILE IS RELEASED UNDER THE AUTHORITY OF FEDERAL REGISTER REGISTRATION #26463 ON 07/08/19. WHO MAINTAINS THE ORIGINAL FILE. THIS ELECTRONIC DRAWING FILE MAY BE USED AS A BACKGROUND DRAWING. PURSUANT TO RULE 1.103 (I) OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. THE ARCHITECT ASSUMES FULL RESPONSIBILITY FOR ANY MODIFICATION TO OR USE OF THE DRAWING FILE THAT IS INCONSISTENT WITH THE REQUIREMENTS OF THE RULES AND REGULATIONS OF THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

DETAILED SITE PLAN  
BOUDREAU LOT REZONING  
SW CORNER 9TH AVE N &  
34TH ST. N.  
TEXAS CITY, TEXAS, 77590



FOR INTERIM  
NOT FOR REGULATORY  
PERMIT OR CONSTRUCTION

ARCHITECT FER  
TX. REGISTRATION #26463  
DATE 07/08/19

DRAWN:  
CHECKED BY: F.E.R.  
DATE 07/08/19 ISSUED FOR  
DET. SP EXHIBIT

07/08/19

© COPYRIGHT 2019  
SHEET

A1.1  
19012BOU

01 DETAILED SITE PLAN  
SCALE 1"=50'-0"

## ZONING COMMISSION MINUTES

September 3, 2019

The Zoning Commission of the City of Texas City met in a regularly scheduled meeting and Public Hearing on Tuesday, September 3, 2019 at 5:15 p.m. Commission members present were: Chairman Perry O'Brien, Gary Potter, Aric Owens and Commissioner Bruce Clawson. Staff members present were: George Schonert and Doug Kneupper. Citizens present were: Angie Boudreaux, Mr. Boudreaux, Fidelina Ramirez and Henry Gomez.

Chairman O'Brien addressed those present and explained the procedures for the Public Hearing. He indicated a quorum was present and called the meeting to order.

**APPROVAL OF MINUTES:** The minutes from July 16, 2019 were approved on a motion by Gary Potter/Aric Owens. All members present voted aye.

**ITEM NO. 1 Fidelina Ramirez/Angie Boudreaux to rezone from "A" (Single Family Residential) to "O-P" (Office Professional) to construct a commercial building to be used as a dialysis facility. Being 2.36 acres of land out of Blocks 2,5 and the abandoned 8<sup>th</sup> Ave. Right-of-way of the Highlands Addition Subdivision. Located in the 800 block of 34<sup>th</sup> St. No.** Mr. Kneupper provided the background information for this request. He stated the owner has property that is undeveloped and the applicant, Legacy ADPR, an architectural firm is working with a healthcare group who intends to develop the property into a dialysis facility. The proposal will consist of an 8,000 square foot, one story office building with associated paving, landscaping and parking areas. Mr. Kneupper continued stating there are existing developments surrounding the proposed site which include a variety of uses such as apartments to the north, commercial services to the east and Texas New Mexico Power Company's office and service center to the west. The Land Use Plan for the City indicates this area as an activity corridor which supports the development of higher intensity land uses including business offices in proximity to freeways and highways. The proposed zoning is in compliance with the City's Land Use Plan. City water and sewer services are available to the site and drainage will require some analysis and consideration; however, there appears to be capacity in outfall culverts on the east side of 34<sup>th</sup> Street. Based on the surrounding land uses, existing developments and zoning, City staff has no objection to the rezoning request to "O-P" (Office Professional). Mr. Kneupper indicated the applicant and property owner were present to answer any questions. Chairman O'Brien asked if there was a time line for the development. The applicant, Fidelina Ramirez stated the clinic would be relocating from the Kroger shopping center and the time frame would be one year as their lease with the shopping center was up in a year. She further stated the doctor that was developing the property was looking to include future medical offices for a pediatrician and others who had expressed an interest in relocating to the site. There was no further discussion and **a motion was made by Bruce Clawson/Gary Potter to open the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was anyone in favor of the request to speak. There was no one and he asked if there was any one in opposition

who wanted to speak. No one indicated they wished to speak and **a motion was then made by Gary Potter/Bruce Clawson to close the Public Hearing. All members present voted aye.** Chairman O'Brien asked if there was any further questions or discussion. There was no further discussion and **a motion was then made by Bruce Clawson/Gary Potter to approve the rezoning request. All members present voted aye.**

There was no further business to discuss at this time and **a motion was made by Gary Potter/ Bruce Clawson to adjourn. All members present voted aye.**

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Perry O'Brien, Chairman

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Zoning Commission Secretary

**CITY COMMISSION REGULAR MTG**

**(7) (a)**

**Meeting Date:** 10/02/2019

Preliminary Zoning Approval for Fidelina Ramirez/Angie Boudreaux

**Submitted For:** Jean Vincent, Transportation and Planning

**Submitted By:** Jean Vincent, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of the request by Fidelina Ramirez/Angie Boudreaux to rezone from "A" (Single Family Residential) to "O-P" (Office Professional) to construct a commercial building to be used as a dialysis facility.

**BACKGROUND**

This rezoning request was given unanimous approval by the Zoning Commission on September 3, 2019.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**CITY COMMISSION REGULAR MTG**

**(8) (a)**

**Meeting Date:** 10/02/2019

Master Plan for Central Park Subdivision

**Submitted For:** Jean Vincent, Transportation and Planning

**Submitted By:** Jean Vincent, Transportation and Planning

**Department:** Transportation and Planning

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of Master Plan for Central Park Subdivision, being 89.75 acres out of the W.K. Wilson Survey and consisting of 357 lots. Located east of Century Boulevard and north of Lone Trail Village.

**BACKGROUND**

Sec. 110.24 of the Subdivision Ordinance states the purpose of a subdivision master plan is to review and approve a general plan for the development of large tracts of property, including the layout of streets, lots, and open spaces, and sites for public facilities and utilities. In accordance with this provision, the Master Plan for Central Park was reviewed and given approval by the Planning Board on September 16, 2019.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

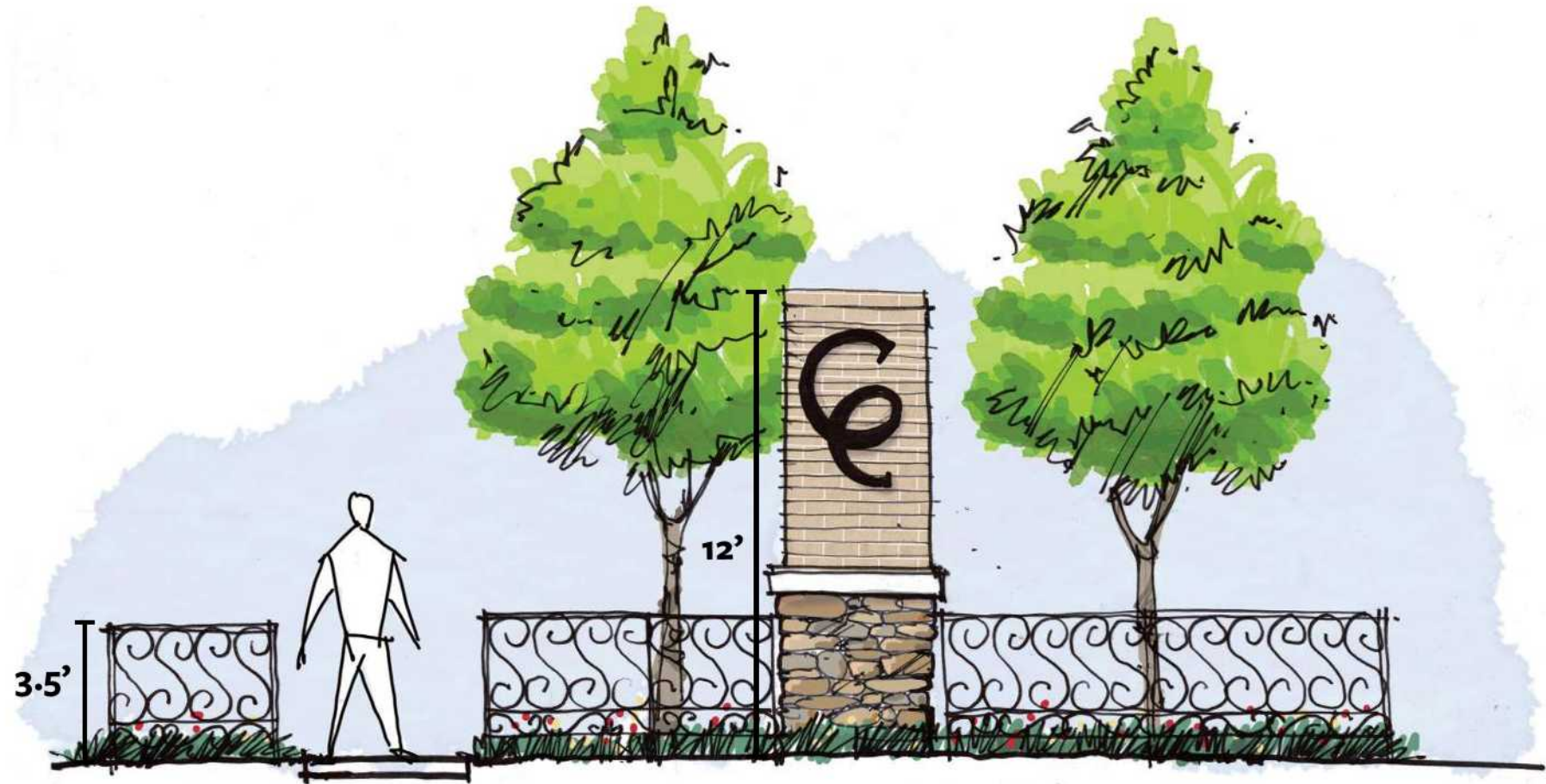
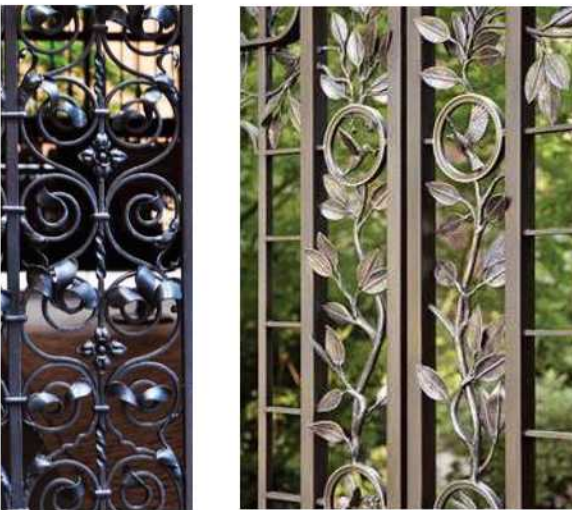
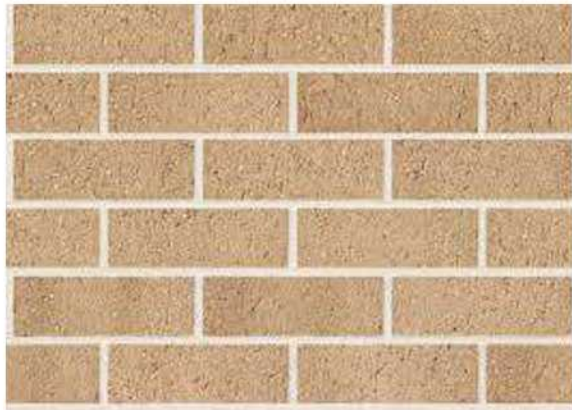
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**Fiscal Impact**

**Attachments**

Exhibits & Memo

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**ENTRY COLUMN W/ DECRACTIVE IRON FENCE**



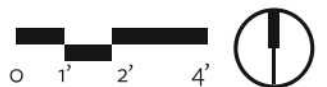
**MEDIAN MONUMENT**



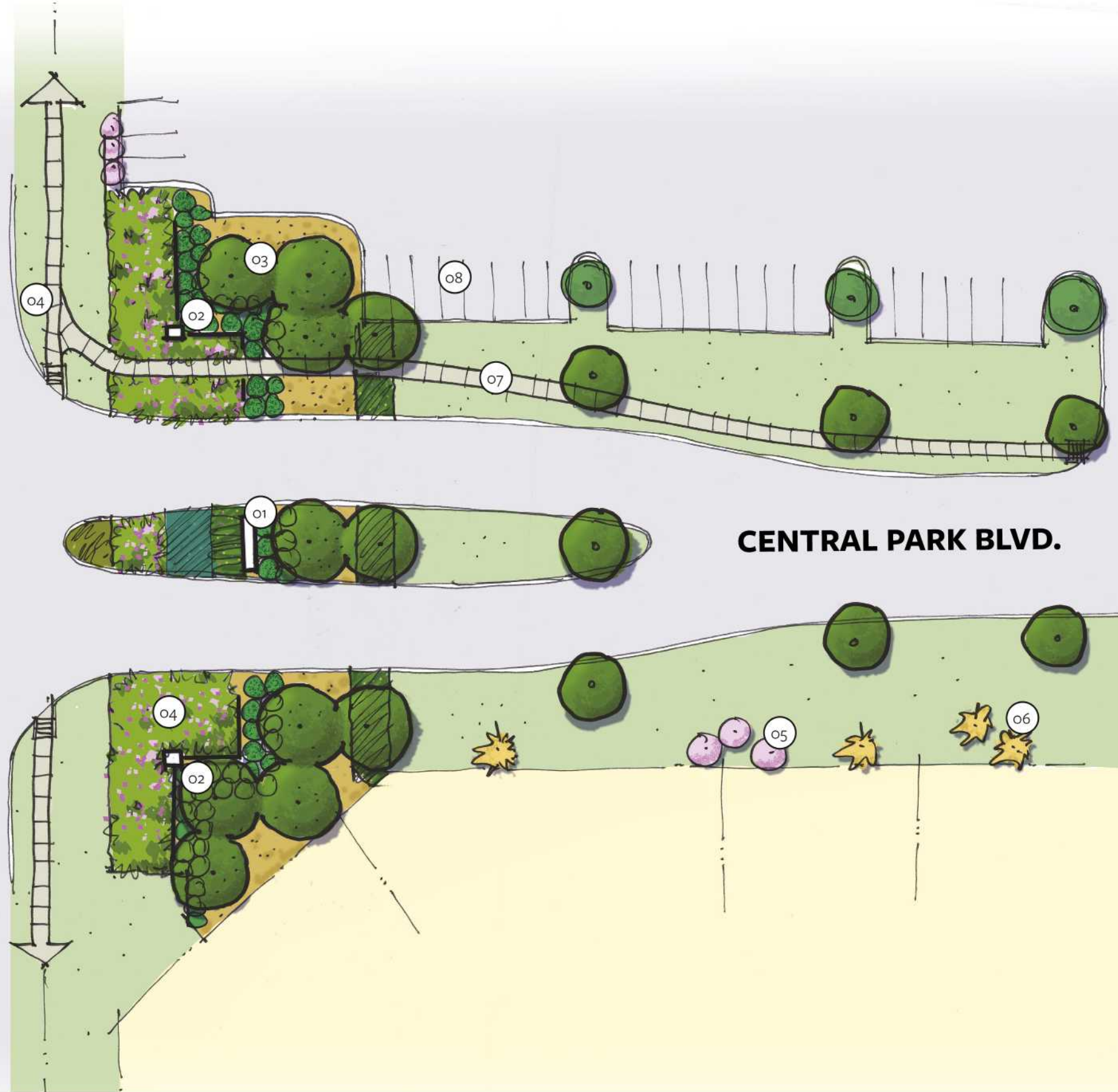
terralab  
landscape architects

# CENTRAL PARK | ENTRY CONCEPT - ELEVATION

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019



CENTURY BLVD.



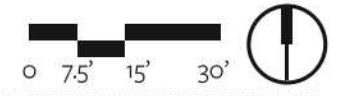
- LEGEND
- 01. MAIN ENTRY MONUMENT AT MEDIAN
  - 02. COLUMN W/ LOGO ELEMENT & DECORATIVE IRON FENCING
  - 03. SHADE TREE GATEWAY, TYP.
  - 04. ORNAMENTAL SHRUB BEDS, TYP.
  - 05. ORNAMENTAL TREE, TYP.
  - 06. EVERGREEN TREE, TYP.
  - 07. SIDEWALK; MIN. 6 FT. WIDTH, TYP.
  - 08. COMMERCIAL PARKING AREA

CENTRAL PARK BLVD.



# CENTRAL PARK | ENTRY CONCEPT - PLAN

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019



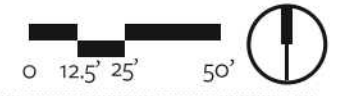


- LEGEND**
- .....
  - O1. DESIGN GRADING & DRAINAGE, TYP.
  - O2. TURF OPEN SPACE, TYP.
  - O3. PROPOSED TREES, TYP. MULTIPLE SPECIES/SIZES



**CENTRAL PARK | PARK CONCEPT - PHASE I**

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019





- LEGEND**
- 01. ENTRY PLAZA
  - 02. LOWER LAWN
  - 03. SEAT/STEPS TO LOWER LAWN
  - 04. PLAYGROUND AREA
  - 05. PICNIC & SEATING AREA W/ SHADE STRUCTURES
  - 06. PLAY HILL
  - 07. MEADOW LANDSCAPE
  - 08. CONCRETE TRAIL SYSTEM; MIN. 6 FT. WIDTH, TYP.
  - 09. BENCH SEATING, TYP.
  - 10. STAIRS TO LOWER LAWN

GRAND CENTRAL DR.

CENTRAL PARK BLVD.



# CENTRAL PARK | PARK CONCEPT - PHASE II

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019





**CENTRAL PARK | OVERALL WALKWAYS PLAN**

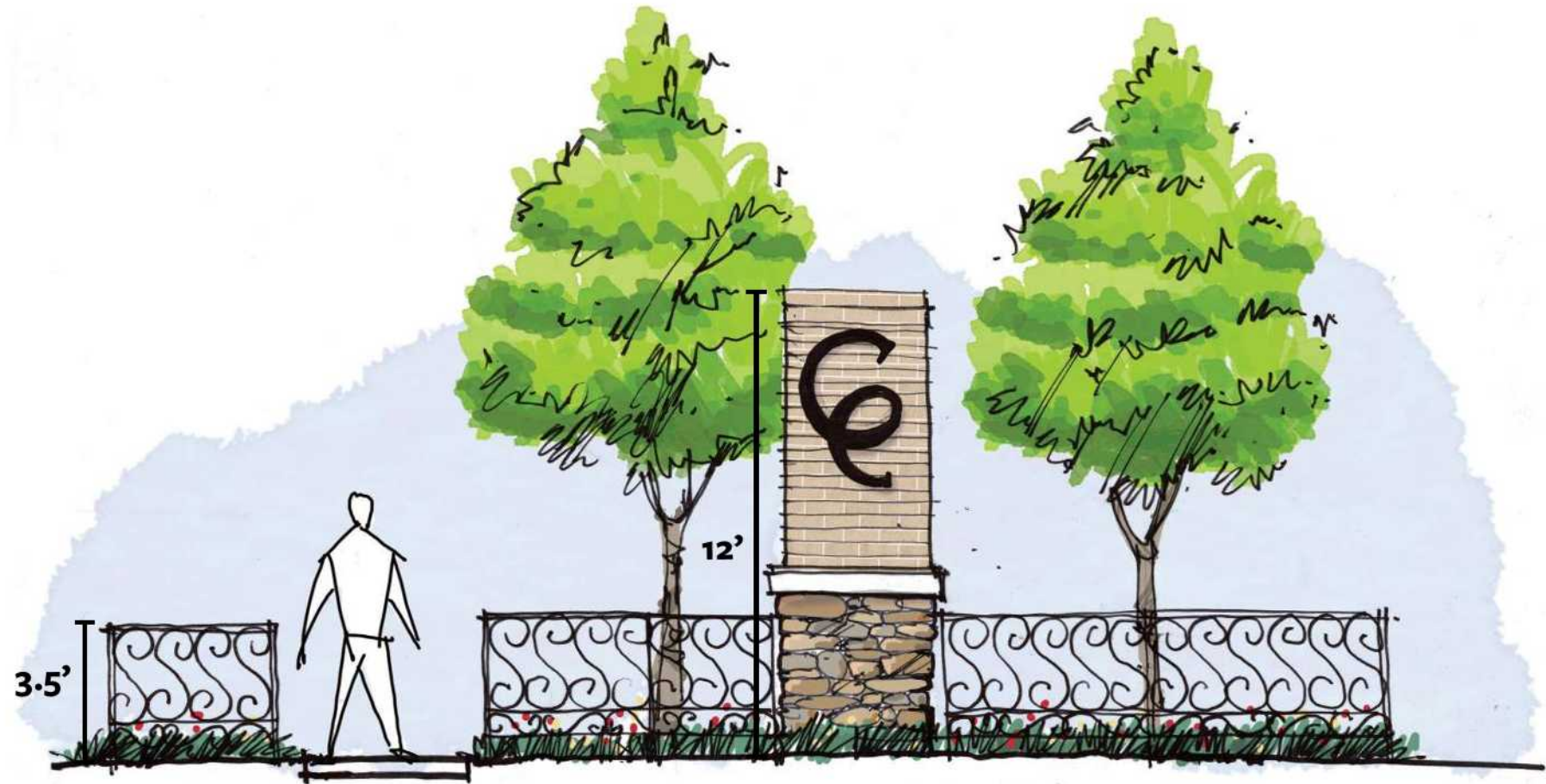
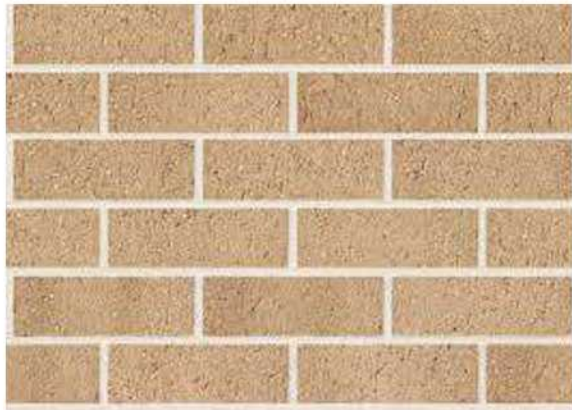
Texas City, TX | Prepared For: Tejas Engineering Management | August 28, 2019





## **PROPOSED DEVELOPER MASONRY FENCE\***

\*Developer Masonry Fence to be installed along Central Park Blvd. and along Century Blvd. Color, Pattern, and Size of the fence may vary.



ENTRY COLUMN W/ DECRACTIVE IRON FENCE

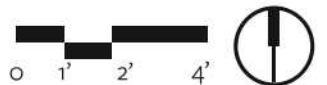


MEDIAN MONUMENT

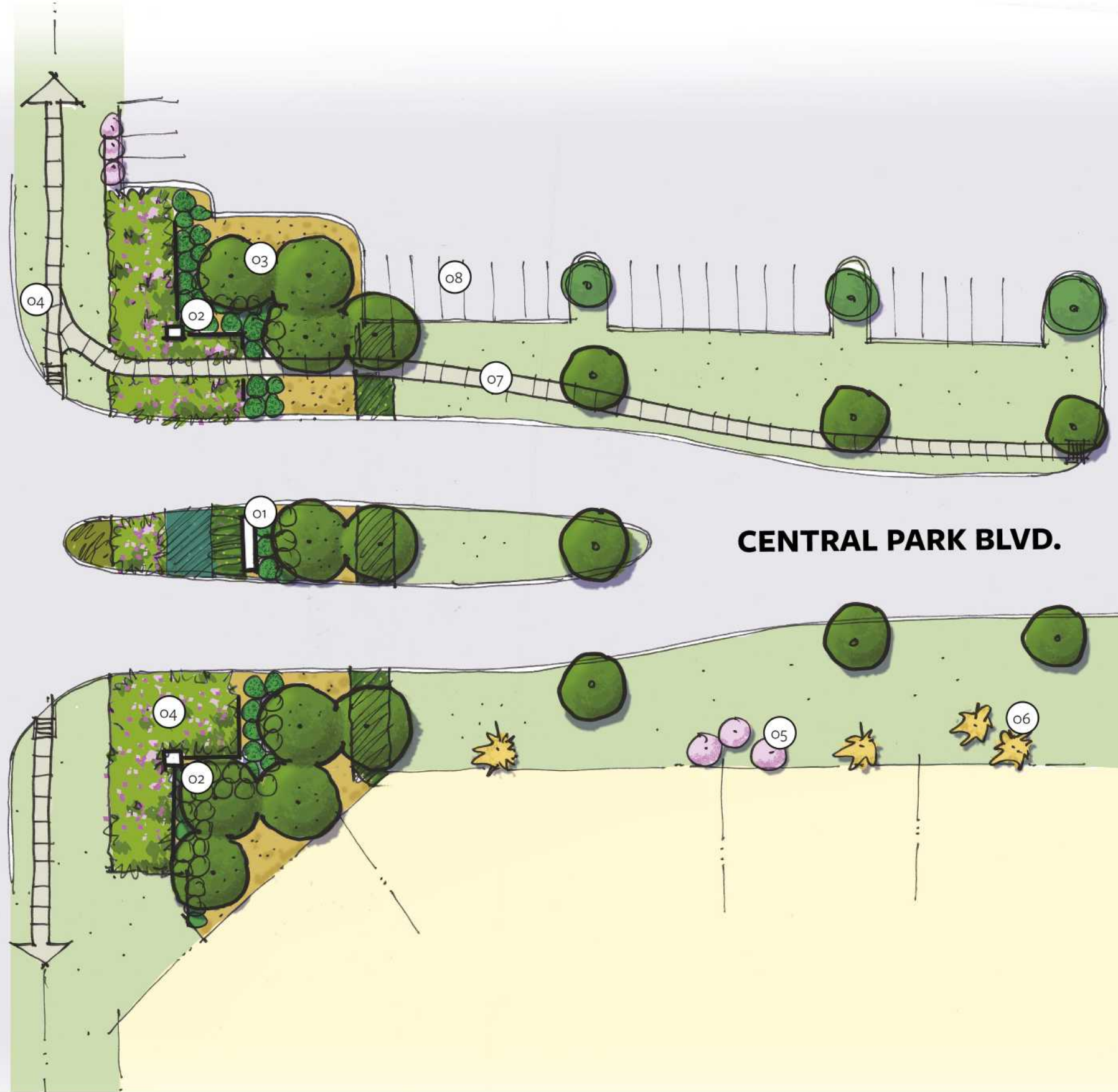


# CENTRAL PARK | ENTRY CONCEPT - ELEVATION

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019



CENTURY BLVD.



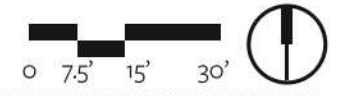
- LEGEND
- 01. MAIN ENTRY MONUMENT AT MEDIAN
  - 02. COLUMN W/ LOGO ELEMENT & DECORATIVE IRON FENCING
  - 03. SHADE TREE GATEWAY, TYP.
  - 04. ORNAMENTAL SHRUB BEDS, TYP.
  - 05. ORNAMENTAL TREE, TYP.
  - 06. EVERGREEN TREE, TYP.
  - 07. SIDEWALK; MIN. 6 FT. WIDTH, TYP.
  - 08. COMMERCIAL PARKING AREA

CENTRAL PARK BLVD.



# CENTRAL PARK | ENTRY CONCEPT - PLAN

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019





- LEGEND**
- .....
  - O1. DESIGN GRADING & DRAINAGE, TYP.
  - O2. TURF OPEN SPACE, TYP.
  - O3. PROPOSED TREES, TYP. MULTIPLE SPECIES/SIZES



# CENTRAL PARK | **PARK CONCEPT - PHASE I**

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019





LEGEND

- 01. ENTRY PLAZA
- 02. LOWER LAWN
- 03. SEAT/STEPS TO LOWER LAWN
- 04. PLAYGROUND AREA
- 05. PICNIC & SEATING AREA W/ SHADE STRUCTURES
- 06. PLAY HILL
- 07. MEADOW LANDSCAPE
- 08. CONCRETE TRAIL SYSTEM; MIN. 6 FT. WIDTH, TYP.
- 09. BENCH SEATING, TYP.
- 10. STAIRS TO LOWER LAWN



CENTRAL PARK | **PARK CONCEPT - PHASE II**

Texas City, TX | Prepared For: Tejas Engineering Management | June 5, 2019





**CENTRAL PARK | OVERALL WALKWAYS PLAN**

Texas City, TX | Prepared For: Tejas Engineering Management | August 28, 2019





## **PROPOSED DEVELOPER MASONRY FENCE\***

\*Developer Masonry Fence to be installed along Central Park Blvd. and along Century Blvd. Color, Pattern, and Size of the fence may vary.

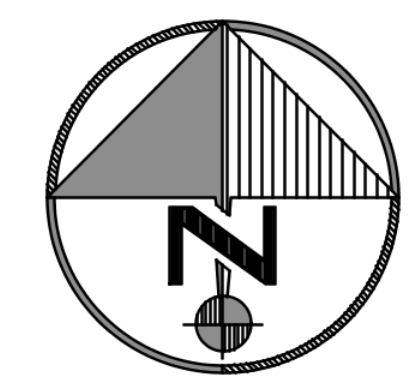
FILE: H:\660350 - CENTURY BLDV 90 AC\ONE-LINES-OVERALL LANDPLAN.DWG August 26, 2019 - 12:59 PM cwilson



CENTRAL PARK MASTER PLAN	
SECTION	LOTS 50' X 120'
SEC 1	74
SEC 2	78
SEC 3	101
SEC 4	104
TOTAL	357

- NOTES:
1. THE PROPOSED PARK WILL BE PLATTED WITH SECTION 2 OF THE DEVELOPMENT. ADDITIONALLY, PARK GRADING AND LANDSCAPING WILL BE COMPLETED WITH SECTION 2.
  2. ADDITIONAL PARK AMENITIES WILL BE COMPLETED WITH SECTION 3 OF THE DEVELOPMENT.
  3. 250' OF CENTRAL PARK BLVD WILL BE INSTALLED WITH SECTION 3 IN ACCORDANCE WITH TEXAS CITY CODE OF ORDINANCES §159.046(G).
  4. THE REMAINING PORTION OF CENTRAL PARK BLVD WILL BE EXTENDED TO THE EAST PROPERTY LINE IN CONJUNCTION WITH THE INSTALLATION OF THE MARLOW LAKE SECTION OF CENTRAL PARK BLVD. OR CONCURRENTLY WITH SECTION 4 OF THIS DEVELOPMENT; WHICHEVER OCCURS FIRST.


**A&S Engineers, Inc.**  
 10377 Stella Link Road  
 Houston, TX 77025  
 713 / 942 / 2700  
 Texas Engineering Registration No. F-000802



**CENTRAL PARK  
 MASTER PLAN**

SCALE : 1"=200'      AUGUST 2019

# Memo

**To:** Planning Board  
**From:** Doug Kneupper, City Engineer   
**CC:**  
**Date:** September 12, 2019  
**Re:** Central Park, Master Subdivision Plan

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**Background:** Jerry LeBlanc with Binnacle Texas City Ninety, LLC has had several meetings with City staff to discuss the proposed single-family residential development. The project will be on approximately 90-acres of undeveloped land that is generally east of Century Blvd., south of the GCWA canal, and adjacent to Lone Trail Village subdivision. The entire tract is currently zoned single-family residential. The project will provide 50' wide lots, which is the City's minimum.

The developer is preparing the documentation and is attempting to create a new Municipal Utility District for this tract; GCMUD 79. Ultimately this effort requires consent from the City.

**Staff Analysis / Recommendation:** In reviewing the Master Plan, the total lot yield will be approximately 357 lots. As previously stated, all lots will generally be 50' wide by 120' deep, meeting the City's minimum lot size for single-family residential. However, there will be corner lots and cul-de-sac lots that will be wider and have more square footage.

An important component to a viable residential development is providing parks and meaningful open spaces. There is a single park being provided that is of adequate size and located somewhat central to the development. In addition, a sidewalk / trail will be installed along Central Park Blvd. and connect with Marlow Lake to the east. The park area and amenities are being phased. The grading and landscaping component will be completed with section 2, and the playground area and other amenities are part of section 3 development. These are depicted on exhibits for phase 1 and phase 2 of a park concept plan.

In addition to a main entry monument, the developer will construct a solid masonry fence for lots visible from Century Blvd. and all the planned residential sections that are adjacent to Central Park Blvd. There is an exhibit showing the proposed masonry fence.

The developer will need to provide for the creation of a Homeowner's Association that will be responsible for maintenance of parks and common areas. The HOA document will also need to provide strong language regarding the HOA's ability to keep the subdivision clean, attractive, and sustainable by abating nuisance and property maintenance type issues.

Roadway access into Central Park will be from the east-west thoroughfare known as Central Park Blvd. Ultimately this section of Central Park Blvd. will connect to Central Park Blvd. that is being constructed with the Marlow Lake subdivision. For this project, the initial segment of Central Park Blvd. is being constructed with Section 1, and will provide good access into Sections 1 and 2. For the remainder of Central Park Blvd., including the segment in Marlow Lake, the developer is proposing to construct the entire roadway as a single project. The trigger for this road project will be either the next section in Marlow Lake, or Sec 4 of Central Park, whichever comes first.

Water distribution facilities are available to serve this project. Sanitary sewer service will utilize a regional lift station that is located south of this subdivision adjacent to Century Blvd. Currently, improvements and upgrades to the lift station are being designed with the actual construction work to follow. Staff will monitor this issue very closely to insure sewer service can be provided to residential lots that are platted and ready for homebuilders.

Drainage and stormwater management will be provided by a channel or drainage system that will connect to and extend north of the Ditch 6 system. GCDD 2 will provide review and oversight regarding the overall drainage outfall design and connection into their Ditch 6 system.

The Planning Board's roll is to review the Master Plan and provide a recommendation to City Commission for their final consideration. The Master Plan provides the pathway for the developer to move forward with the project and submit preliminary plats and construction plans for developing the residential sections.

City staff has reviewed this application for a Subdivision Master Plan. Considering the modifications introduced regarding Central Park Blvd., the Park Concept and its phasing, and the inclusion of a solid masonry screening / fencing wall along Central Park Blvd., staff has no objections to approval of this subdivision Master Plan.

**CITY COMMISSION REGULAR MTG**

**(10) (a)**

**Meeting Date:** 10/02/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve City Commission Minutes for September 18, 2019 meeting. (City Secretary)

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Minutes

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REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, SEPTEMBER 18, 2019 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, SEPTEMBER 18, 2019, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:00 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large  
Bruce Clawson, Commissioner At-Large  
Earl Alexander, Commissioner District 1  
Abel Garza, Jr., Commissioner District 2  
Dorthea Jones, Commissioner District 3  
Jami Clark, Commissioner District 4

2. INVOCATION

Led by Pastor Mark Smith of Landmark Missionary Baptist Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner District 2 Abel Garza, Jr.

4. PROCLAMATIONS AND PRESENTATIONS

a. Service Awards

Joseph Guillory	Public Works	09/28/2009	10 years
Juan Reyes	Public Works	09/28/2009	10 years
William Sherer	Fire	09/06/1994	25 years
Corey Aiken	Fire	09/06/1994	25 years

Retirement

Louis Medina	Public Works	27 years
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b. Proclamation in Recognition of Mainland Communities Crime Stoppers

Tammy Odom, Municipal Court Administrator, accepted the proclamation on behalf of Mainland Crime Stoppers.

c. Presentation by Gulf Coast Center- Connect Transit

Will be postponed.

5. REPORTS

a. Lowry Fitness Center (Recreation and Tourism)

Michael Richardson, Fitness Coordinator, gave a PowerPoint presentation, outlining what demographics use the Lowry Fitness Center the most.

6. PRELIMINARY ZONING APPROVAL

a. Consider approval of the request by H.T. Aldridge to rezone from "D" (Neighborhood Service) and "A" (Single Family Residential) to "E" (General Business). Being Lots 2, 3, 6, 7, and 8 of the Booker T. Washington S/d. Located at 6204 FM 1765.

Doug Kneupper, City Engineer, stated that the current zoning for this lot is Single Family Residential and based on the recommendation of the Zoning Commission it should not be changed to General Business.

Mayor Doyle stated that if the rezoning request is granted that Mr. Aldridge will need to make substantial improvements and meet codes before the business can be reopened. Mayor Doyle stated that he wanted to make it very clear to all in attendance that the business will not be opened tomorrow and any issues that may arise, in regards to codes, will not come back to the City Commission.

Commissioner District 3 Dorthea Jones stated Mr. Aldridge will need rezoning to do any work to his business.

Mr. Therman Aldridge questioned where Mayor Doyle got a minimum \$500,000.00 figure from? Mr. Aldridge also stated that his brother, H. T. Aldridge, has done a lot for his community.

Mayor Doyle stated that it is a ballpark figure based on his experience with bringing buildings up to code, shaving a part of the building down to meet setbacks, landscaping, parking, etc.

Helen Truscott, Attorney for H. T. Aldridge, stated that she had nothing new to state before the Commissioners, except to highlight that the City Engineer, at the August 21st meeting, stated that "staff could not recommend" but the staff did not make any comments against.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 3 Dorthea Jones to approve the request by H. T. Aldridge to rezone from "D" (Neighborhood Service) and "A" (Single Family Residential) to "E" (General Business).

**Vote: 7 - 0 CARRIED**

7. PUBLIC COMMENTS

8. CONSENT AGENDA

Motion by Commissioner District 2 Abel Garza, Jr, seconded by Commissioner District 4 Jami Clark to approve Consent Agenda items a, b, c, d, e, and f.

a. Approve City Commission Minutes for September 4, 2019 meeting. (City Secretary)

**Vote: 7 - 0 CARRIED**

- b. Consider and take action on Resolution No. 19-084 approving the City of Texas City Investment Policy. (Finance)

**Vote: 7 - 0 CARRIED**

- c. Consider and take action on Resolution No. 19-085, approving a revised contract between the Galveston County Health District and the City of Texas City for water pollution control and abatement services. (Public Works)

**Vote: 7 - 0 CARRIED**

- d. Consider and take action on Resolution No. 19-086, casting votes for Bruce Clawson and Thomas Farmer as members of the Board of Directors of the Galveston Central Appraisal District 2020-2021. (Management Services)

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 19-088, approving a Chapter 312 Tax Abatement Agreement between the City of Texas City, Texas, Gulf Coast Ammonia, LLC, Eastman Chemical Texas City, Inc., and Oiltanking North America, LLC for property located in the Texas City Gulf Coast Reinvestment Zone No. 1. (Legal)

**Vote: 7 - 0 CARRIED**

- f. Consider and take action on Resolution No. 19-089, approving a Chapter 380 Economic Development and Performance Agreement between the City of Texas City, Texas, and Gulf Coast Ammonia, LLC for property located in the Texas City Gulf Coast Reinvestment Zone No. 1. (Legal)

**Vote: 7 - 0 CARRIED**

9. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 19-25, amending the City's fiscal year 2018-2019 budget to appropriate additional funds for Sanitation Fees and Licenses. (Finance)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones to approve Ordinance No. 19-25.

**Vote: 7 - 0 CARRIED**

- b. Consider approval of Ordinance No. 19-26, requesting to amend the City of Texas City's fiscal year 2018-2019 Budget to transfer funds to the Group Insurance Fund. (Finance)

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 4 Jami Clark to approve Ordinance No. 19-26.

**Vote: 7 - 0 CARRIED**

- c. Consider and take action, by record vote, on Ordinance No. 19-27, to adopt the City of Texas City's 2019-2020 Fiscal Year Budget. (Finance)

Laura Boyd, Finance Director, stated that a budget hearing was held on September 4, 2019, and the adoption of the budget was voted to be held on September 18, 2019.

By Record Vote to adopt the 2019-2020 Fiscal Year Budget:

Matthew T. Doyle, Mayor---Yes  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large--- Yes  
Bruce Clawson, Commissioner At-Large--- Yes  
Earl Alexander, Commissioner District 1--- Yes  
Abel Garza, Jr. Commissioner District 2--- Yes  
Dorthea Jones, Commissioner District 3--- Yes  
Jami Clark, Commissioner District 4--- Yes

**Vote: 7 - 0 CARRIED**

- d. Consider and take action, by record vote, on Ordinance No. 19-28, levying an ad valorem tax for the year 2019 for the City of Texas City. (Finance)

Laura Boyd, Finance Director, stated that the ad valorem tax rate for the year 2019 is \$.54 per \$100 valuation.

By Record Vote to accept the proposed tax rate:

Matthew T. Doyle, Mayor---Yes  
Phil Roberts, Mayor Pro Tem, Commissioner At-Large--- Yes  
Bruce Clawson, Commissioner At-Large--- Yes  
Earl Alexander, Commissioner District 1--- Yes  
Abel Garza, Jr. Commissioner District 2--- Yes  
Dorthea Jones, Commissioner District 3--- Yes  
Jami Clark, Commissioner District 4--- Yes

**Vote: 7 - 0 CARRIED**

- e. Consider and take action on Resolution No. 19-087, accepting and approving the 2019 Certified Tax Roll. (Finance)

**Vote: 7 - 0 CARRIED**

- f. Consider and take action on Resolution No. 19-090, authorizing the Mayor to enter into an Agreement for Services with Blanchard Refining Company LLC, a Delaware limited liability company with regard to the 14th Street Ditch Improvement Project. (Mayor)

Motion by Commissioner District 3 Dorthea Jones, Seconded by Commissioner District 4 Jami Clark to approve Resolution No. 19-090.

**Vote: 6 - 0 CARRIED**

10. MAYOR'S COMMENTS

Mayor Doyle expressed that Rev. Jerry B. Lee, Jr. is thankful to all first responders that rushed to the fire that devastated his church. Reverend Lee, Jr. also thanked everyone who has poured out prayers and support to Greater Bell Zion Missionary Baptist Church.

11. STAFF COMMENTS

Dennis Harris, Recreation and Tourism Director, stated that the three remaining steers are now located on the Bell Property and that the 1867 Settlement Festival will be on October 12, 2019.

Michael Skiba, Bayou Gold Supervisor, stated that the Chamber Tournament is on October 2nd and 3rd.

COMMISSIONERS' COMMENTS

Commissioner District 1 Earl Alexander, Commissioner At-Large Bruce Clawson, and Commissioner District 3 Dorthea Jones thanked the Fire Department for their response to the devastating fire at Greater Bell Zion Missionary Baptist Church.

Mayor Pro Tem Phil Roberts stated that there is a Town Hall scheduled for September 26, 2019, beginning at 5:30 p.m.

12. ADJOURNMENT

Having no further business, Commissioner District 3 Dorthea Jones made a MOTION to ADJOURN at 6:01 p.m.; the motion was SECONDED by Commissioner At-Large Bruce Clawson. All present voted AYE. MOTION CARRIED.

---

MATTHEW T. DOYLE, MAYOR

ATTEST:

---

NICHOLAS J. FINAN, CITY SECRETARY

**CITY COMMISSION REGULAR MTG**

**(10) (b)**

**Meeting Date:** 10/02/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-091, approving the appointments and/or re-appointments to various Boards, Commissions, and Committees. (Management Services)

**BACKGROUND**

Starting last year, we provided all of the appointments whether they were up for re-appointment or not so that you could see the entire board and understand who was up for re-appointment, when others would be up for re-appointment and additionally, if an appointment needed to be adjusted because of unfulfilled terms, etc. it made it cleaner. This is an annual item performed before the annual meetings that typically occur in the middle of October. Some appointments are for the positions outside of the city such as H-GAC reps, Animal Resource, etc. The mayor has reviewed and is recommending the attached sheet.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Resolution

Exhibit A

---

**RESOLUTION NO. 19-089**

**A RESOLUTION APPOINTING AND/OR REAPPOINTING MEMBERS TO THE VARIOUS CITY BOARDS, COMMISSIONS AND COMMITTEES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, on October 2, 2019, the City Commission of the City of Texas City met in a Regular City Commission Meeting and acted on the Appointment of various Boards, Commissions and Committees; and

**WHEREAS**, on September 30, 2019, the terms of various members of the City of Texas City's Boards, Commissions and Committees expired; and

**WHEREAS**, in order to continue the uninterrupted and efficient operation of the City through its Boards, Commissions and Committees, it is necessary to appoint or reappoint members to fill these positions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby appoints or reappoints the individuals named on the attached **Exhibit "A"** to the various Boards, Commissions and Committees for the terms as stated therein.

**SECTION 2:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 2nd day of October 2019.**

---

Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Nicholas J. Finan

---

Russell F. Plackemeier

City Secretary

City Attorney

**BOARDS, COMMISSIONS, COMMITTEES, AND CORPORATION APPOINTEES**

<b>Boards</b>	<b>Appointee Name</b>	<b>Appointed</b>	<b>Date Reappointed</b>	<b>Term Expires</b>	<b>Notes</b>
Animal Service Advisory Committee- Mayor Only apt. made by Aug. 1st of each term. Committee consists of a minimum of 11 and not more than 18 members to represent each city who is party to the Animal Service Interlocal					
Animal Services Advisory Committee	Abel Garza, Jr. -Representative			9/30/2020	
Animal Services Advisory Committee	Nick Finan- Alternate			9/30/2020	
Audit Committee- Three (3) members-- City Commissioners. Two year term. Meets on as needed basis, at least once a year					
Audit Committee	Jami Clark			10/1/2020	
Audit Committee	Phil Roberts			10/1/2020	
Audit Committee	Earl Alexander			10/1/2020	
Bayou Golf Course Advisory Board- Seven (7) members. Two year term. Meetings are held on the 2nd Wednesday of each month at the Golf Course.					
Bayou Golf Course Advisory Board	Morris Wisdom			9/30/2020	
Bayou Golf Course Advisory Board	Abel Garza Jr.			9/30/2020	
Bayou Golf Course Advisory Board	Daryl Stewart			9/30/2020	
Bayou Golf Course Advisory Board	Amos Foreman			9/30/2020	
Bayou Golf Course Advisory Board	Don Van Alstyne			9/30/2020	
Bayou Golf Course Advisory Board	Robin Rossman			9/30/2020	
Bayou Golf Course Advisory Board	Paul Gonzalez			9/30/2020	
Board of Adjustments Building & Structure- Five (5) members, One (1) member may be a member of the City Planning Board or Zoning Commission, provided that the appointment of any member of the City Planning Board or Zoning Commission shall be for his term of offices as such only. Two (2) years. Second (2nd) and Fourth (4th) Tuesdays at 5:15pm					
Board of Adjustments B & S	Aric Owens			9/30/2020	
Board of Adjustments B & S	James McWhorter			9/30/2020	
Board of Adjustments B & S	George W. Faust			9/30/2020	
Board of Adjustments B & S	Patrick Tarpey			9/30/2020	
Board of Adjustments B & S	Harvey Cappel			9/30/2020	

Civil Service- Three (3) members appointed by Mayor and confirmed by City Commission. Members must have resided in City for a period in excess of three years and not held and public office within the preceding three years. Three (3) years terms. (Members shall serves staggered three (3) year terms with the term of one (1) member expiring each year. A memeber may be re-appointed for a new three year term. Meetings are held every January and as required.					
Civil Service	Amanda Johnson			9/30/2020	
Civil Service					
Civil Service	Kyle Dickson			9/30/2021	
Civil Service	Jennifer Price- Director				
Civil Service	Anete Schmidt- ALT Director				
Civil Service	Russell Plackemeier- City Attorney				
Houston- Galveston Area Council- General Assembly and Board of Directors- 1 year term					
Houston- Galveston Area Council	Phil Roberts, Representative			1/1/2020	
Houston- Galveston Area Council	Jami Clark, Alternate			1/1/2020	
Housing Authority- Five (5) members. Staggerd terms; Reappointments are for terms of 2 years. Meetings are held on the 2nd Tuesday of each month at 6:59 pm. (The meeting date change from 3rd Thursday of each month to the 2nd Thursday was made because of change in by-laws in 1996/1997.)					
Housing Authority	Joyce Dunn			9/30/2020	
Housing Authority	Elida Matthews			9/30/2020	
Housing Authority					
Housing Authority	Felix Herrea			9/30/2020	
Housing Authority	Thelma Bowie			9/30/2021	

Library Board- Nine (9) members appointed by Mayor and confirmed by City commission. Three (3) years, to be staggered; 3 members to be appointed for 1 year: 3 members to be appointed 2 years and 3 to be appointed 3 years. After the 1st year appointments will be for 3 years. Meetings will be held bi-monthly, (Feb., April, June, Aug., Oct., and Dec.). The meetings are held the 4th Monday.				
Library Board	Brandon Johnson			9/30/2022
Library Board	Joanne Hackbarth			9/30/2020
Library Board	Shirley Mapps			9/30/2022
Library Board	Deana Rack			9/30/2021
Library Board	Sara Moreno			9/30/2021
Library Board	Elizabeth Blackburn			9/30/2020
Library Board	Karen Ivory			9/30/2020
Library Board	Dr. Lynn Ellison			9/30/2022
Library Board	Bridgett Buffa			9/30/2021
Planning Board- Five (5) members. One of the members of the planning board shall be the Mayor, another shall be a member of the Commission designated by the Commission upon recommendation of the Mayor. Each member appointed shall be appointed for a term of four (4) years. meets 2nd and 4th Mondays at 5:00pm				
Planning Board	Bruce Clawson			9/30/2021
Planning Board	Kyle Dickson			9/30/2023
Planning Board	Summer Chapman			9/30/2022
Planning Board	R.D. "Dickey" Campbell			9/30/2023
Planning Board	Phil Roberts			9/30/2020
Public Facilities Development Corporation- Five (5) directors will serve three (3) year staggered terms. No limit on number of terms. Each director shall hold office for the term for which he is appointed and until his successor shall have appointed and qualified unless sooner removed. Meetings are held as required.				
Public Facilities Development Corp.	Genie Jennings			9/30/2021
Public Facilities Development Corp.	Randy Dietel			9/30/2020
Public Facilities Development Corp.	William T. Etheredge			9/30/2022
Public Facilities Development Corp.	John Hackbarth			10/1/2020
Public Facilities Development Corp.	Rev. Jerry Lee			10/1/2020

Recreation & Tourism Board- Nine (9) members; three shall be appointed for a term of one year, three for a term of two years, and three for a term of three years. Each member appointed after the first year shall be appointed for a term of three years. Three (3) years, staggered terms.				
Recreation & Tourism Board	Frank Mistretta			9/30/2022
Recreation & Tourism Board	Teri O'Brien			9/30/2022
Recreation & Tourism Board	Mary Margaret Smith, Ed. D.			9/30/2022
Recreation & Tourism Board	Paul Bland			9/30/2020
Recreation & Tourism Board	Susan "Sam" Myers			9/30/2021
Recreation & Tourism Board	Josh Chapman			9/30/2020
Recreation & Tourism Board	Stephen Eggleston			9/30/2020
Recreation & Tourism Board	Winifred Gilmore			9/30/2020
Recreation & Tourism Board	Hortensia "Tish" Hart			9/30/2021
Texas City Cultural Arts Foundation- The number of directors constituting the initial Board of Directors is five (5), and the terms of office shall be three (3) years.				
Texas City Cultural Arts Foundation	Mary Dickson			9/30/2022
Texas City Cultural Arts Foundation	Mark Lyon			9/30/2021
Texas City Cultural Arts Foundation	Leslie Henderson			9/30/2020
Texas City Cultural Arts Foundation	Joann Hackbarth			9/30/2020
Texas City Cultural Arts Foundation	Dayna Perren			9/30/2021

Texas City Economic Development- Meetings are held as needed; at a minimum, there will be an annual meeting (with no specific month set). That each member of the Board of Directors shall serve for all 3-year staggered terms. That there are no limits to the number of terms Board Members may serve. Allow for Mayor and the City Commission to appoint non-voting advisors to serve on the board.					
Texas City Economic Development	Matthew T. Doyle			9/30/2022	
Texas City Economic Development	Mark Ciavaglia			9/30/2022	
Texas City Economic Development	Randy Dietel			9/30/2020	
Texas City Economic Development	Mitchell Chuoke			9/30/2020	
Texas City Economic Development	Chris Doyle			9/30/2021	
Texas City Economic Development	Jenny Senter (Advisory)				
Texas City Economic Development	Pat Doyle (Advisory)				
Texas City Economic Development	Stephen Holmes (Advisory)				
Texas City Economic Development	Rodney Cavness (Advisory)				
Texas City Harbour Foreign Trade Zone Corporations- The number of directors constituting the initial Board of Directors is five (5), and the terms of office shall be three (3) years staggered. There are no limits to the number of consecutive Board members may serve.					
Texas City Harbour Foreign Trade Zone (TCHFTZ)	Randy Dietel			9/30/2021	
Texas City Harbour Foreign Trade Zone (TCHFTZ)	Rev. Jerry Lee			9/30/2020	
Texas City Harbour Foreign Trade Zone (TCHFTZ)	Bill Etheredge			9/30/2020	
Texas City Harbour Foreign Trade Zone (TCHFTZ)	John Hackbarth			9/30/2022	
Texas City Harbour Foreign Trade Zone (TCHFTZ)	Genie Jennings			9/30/2022	

Texas City Historical Preservation Corporation- The number of directors constituting the initial Board of Directors is seven (7) and the terms of office shall be three (3) years staggered.					
Texas City Historical Preservation Corp.	Margaret Tuma			9/30/2020	
Texas City Historical Preservation Corp.	Irma Moreno			9/30/2020	
Texas City Historical Preservation Corp.	Teri O'Brien			9/30/2021	
Texas City Historical Preservation Corp.	Jose Boix			9/30/2020	
Texas City Historical Preservation Corp.	Heather Bernard			9/30/2022	
Texas City Historical Preservation Corp.	JoAnn Hackbarth			9/30/2020	
Texas City Historical Preservation Corp.	Lacey Fleshman			9/30/2021	
Texas City Housing Finance Corporation- Five (5) directors shall serve for a term of three (3) years staggered.					
Texas City Housing Finance Corp.	Genie Jennings			9/30/2020	
Texas City Housing Finance Corp.	Randy Dietel			9/30/2022	
Texas City Housing Finance Corp.	William T. Etheredge			9/30/2021	
Texas City Housing Finance Corp.	Rev. Jerry Lee			9/30/2020	
Texas City Housing Finance Corp.	John Hackbarth			9/30/2020	
Texas City Industrial Development- Five (5) members; three (3) year terms, or until a successor appointed. That there are no limits to the number of consecutive terms Board members may serve.					
Texas City Industrial Development	Randy Dietel			9/30/2022	
Texas City Industrial Development	Rev. Jerry Lee			9/30/2020	
Texas City Industrial Development	Bill Etheredge			9/30/2020	
Texas City Industrial Development	John Hackbarth			9/30/2022	
Texas City Industrial Development	Genie Jennings			9/30/2021	

TIRZ Number One Board- Seven (7) member panel; two (2) year staggered terms. Position 1 serves as Chair; must be appointed annually.				
TIRZ Number One Board- Lago Mar Dev. Au	Chris Doyle, Pos. 1 Chairman	COTC Designee		9/30/2021
TIRZ Number One Board- Lago Mar Dev. Au	Kyle Dickson, Pos. 2	COM Designee		9/30/2020
TIRZ Number One Board- Lago Mar Dev. Au	James Torres, Pos. 3	COTC Designee		9/30/2021
TIRZ Number One Board- Lago Mar Dev. Au	Carlos Garza, Pos. 4	COTC Designee		9/30/2020
TIRZ Number One Board- Lago Mar Dev. Au	Rick Wilkenfeld, Pos. 5	GC Designee		9/30/2021
TIRZ Number One Board- Lago Mar Dev. Au	Genie Jennings, Pos. 6	COTC Designee		9/30/2020
TIRZ Number One Board- Lago Mar Dev. Au	Stephen Holmes, Pos. 7	GC Designee		9/30/2021
Lago Mar Dev. Authority- Seven (7) member panel. Automatic to match TIRZ #1 Board				
Lago Mar Dev. Authority	Chris Doyle, Pos. 1 Chairman	COTC Designee		9/30/2021
Lago Mar Dev. Authority	Kyle Dickson, Pos. 2	COM Designee		9/30/2020
Lago Mar Dev. Authority	James Torres, Pos. 3	COTC Designee		9/30/2021
Lago Mar Dev. Authority	Carlos Garza, Pos. 4	COTC Designee		9/30/2020
Lago Mar Dev. Authority	Rick Wilkenfeld, Pos. 5	GC Designee		9/30/2021
Lago Mar Dev. Authority	Genie Jennings, Pos. 6	COTC Designee		9/30/2020
Lago Mar Dev. Authority	Stephen Holmes, Pos. 7	GC Designee		9/30/2021
Zoning Commision- Five (5) members. Initaly two (2) members shall be appointed for a term of one (1) year and three (3) members for a term of two (2) years. Thereafter, all appointments shall be for a term of two (2) years. (Meets 1st and 3rd Tuesday) (City Hall Annex)				
Zoning Commission	Perry O'Brien			9/30/2021
Zoning Commission	Thelma Bowie			9/30/2021
Zoning Commission	Bruce Clawson			9/30/2021
Zoning Commission	Aric Owens			9/30/2020
Zoning Commission	Gary Potter			10/1/2020

## CITY COMMISSION REGULAR MTG

(10) (c)

**Meeting Date:** 10/02/2019

**Submitted For:** Jennifer Price, Human Resources

**Submitted By:** Jennifer Price, Human Resources

**Department:** Human Resources

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### Information

#### **ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-092, approving an agreement with a third party administrator(s) for the City's self-funded health, stop loss and other employee insurance benefits. (Human Resources)

#### **BACKGROUND**

The City is coming to the end of a one year extension agreement with Cigna to be a third party administrator of the City's self-insured health insurance program after a 3-year agreement with Cigna. In working with the City's insurance broker (Gallagher), the City went out to bid for Medical Administration, Stop-Loss, and Financial services (HSA, COBRA Administration, FSA) for 1/1/2020. We had finalist meetings with Cigna (the incumbent) and Blue Cross/Blue Shield of Texas. After a review of the capabilities of both providers, the committee decided to move forward with the incumbent, Cigna. We also had finalist meetings from TASC and Discovery benefits covering financial services (Including FSA Administration, HSA(Home Savings Accounts) Accounts, COBRA Administration, and Section 125 Admin). Because of the pricing and similarity of Discovery's system to our current, we decided to move forward with Discovery Benefits. We also decided as a committee to move forward with The Zero Card. The Zero Card is a bundled payment provider that negotiates to establish direct contracts for services, like Surgeries, MRI, Imaging, and Lab services for less than what insurance companies can get with discounts because they promise to pay cash and not follow typical insurance red tape among other things like locations, etc. We intend to offer these services to employees on the PPO plan for \$0 out of their pockets when employees utilize The Zero Card providers. In addition to the savings to the employees, the City charges from the providers should produce for the City around a 30% savings before the commission to Zero Card. It is on limited services and does not affect the overall Cost for Administration. However, the City anticipates a savings in billings when the Zero Card is used by its employees.

There are no changes in the plan other than the enhancement that employees may use the Zero Card and Cigna will do more interactive assistance with employees to decide on proper medical services and services providers. Currently, we are not proposing any rate changes to the employees for the benefit and anticipate a reduction in city expenses for the coming year.

All agreements are for one year, so if we are not seeing the results expected, we are not locked in for multiple years. We can re-bid again next year.

The Committee was comprised of Gallagher (City Broker - Sara Davis & Mike Andrade), Nick Kapatos (City Insurance Consultant), Laura Boyd, Jennifer Price and Nick Finan. All aspects were updated with the mayor throughout the process.

Please review the attachment for highlights and costs, etc.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

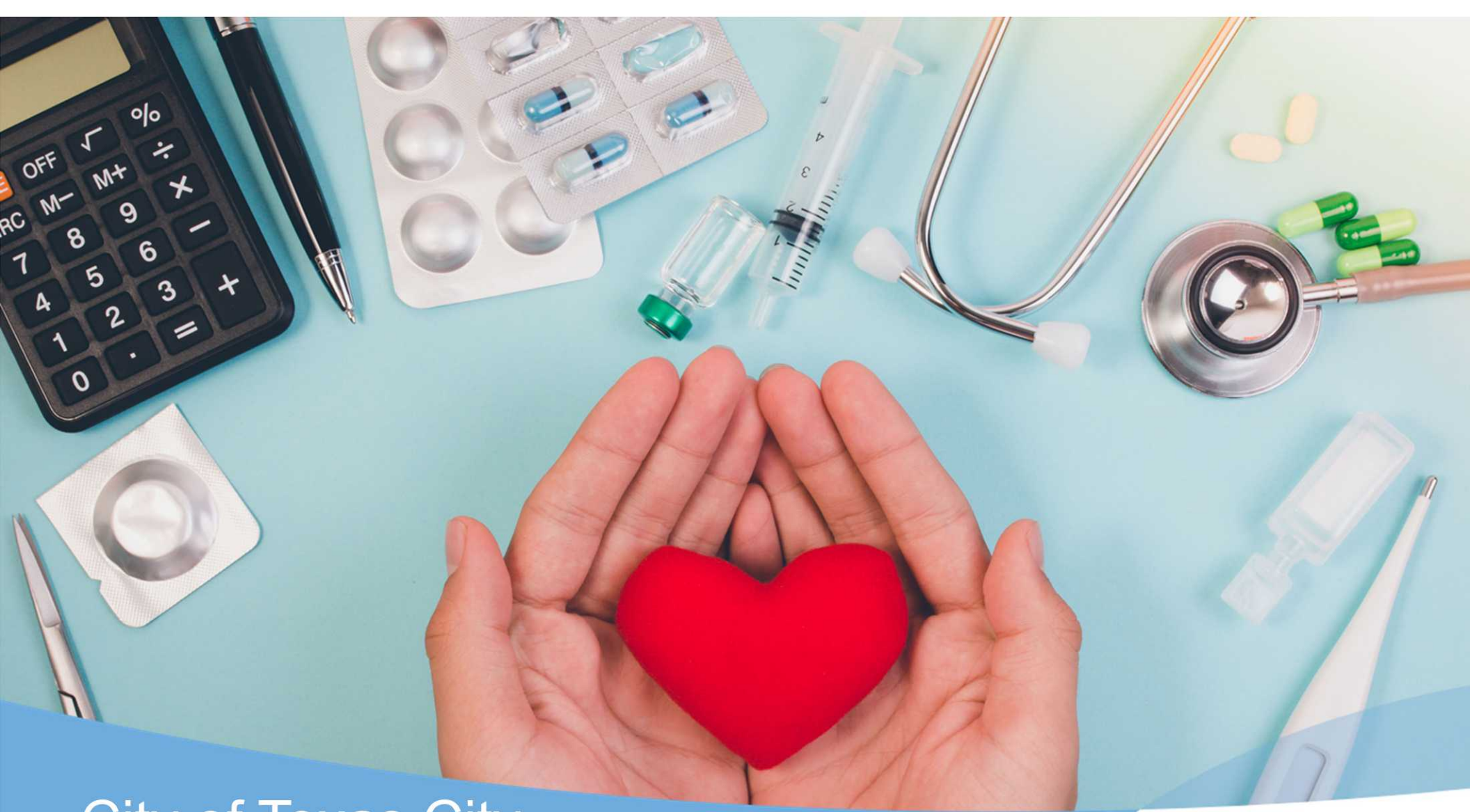
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**Fiscal Impact**

**Attachments**

Exhibit A  
Exhibit a2  
Resolution

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# City of Texas City 2020 Renewal Presentation

Michael Andrade

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Insurance | Risk Management | Consulting

*All information contained herein is subject to the disclosures and disclaimers at the end of this presentation*



**Gallagher**

Insurance | Risk Management | Consulting

# Executive Summary



# Executive Summary

City of Texas City Requested Proposals for Medical Administration, Stop-Loss, Health Advocacy, and Financial Services (HSA, FSA, COBRA) for Plan Year Beginning 1/1/2020.

- **Medical** – After Finalist Meetings, it is the recommendation of the committee to remain with Cigna for ASO services for another year.
- **Stop Loss** – It is the recommendation of the committee to remain with Cigna for Stop Loss Coverage for another year.
- **Health Advocacy** – It is the recommendation to share this area among two carriers
  - Cigna Health Management – more assistance for employees by Cigna when major medical events occur
  - The Zero Card- a bundled payment provider who negotiates to establish direct contracts for services like surgeries, MRI, Imaging, and Lab Services
- **Financial Services** – It is the recommendation of the committee to move forward with Discovery Benefits based on the pricing and familiarity with the system. As well as the additional services offered to employees through the use of a mobile application and Insurance Marketplace.

# Plan Designs Options

## Current Plans

		<b>PPO</b>	<b>HDHP</b>
<b>WHEN YOU GET IN-NETWORK CARE, YOU PAY</b>			
Annual deductible	Individual	\$1,500	\$3,000
	Family	\$2,000	\$6,000
Annual out-of-pocket max (includes deductibles, copays and coinsurance)	Individual	\$3,000	\$3,000
	Family	\$6,000	\$6,000
Preventive		Covered at 100%	Covered at 100%
Office Visit	PCP	\$30	0% after Deductible
	Specialists	\$50	
	Virtual Visits*	\$10	
Inpatient & Outpatient - Hospital		20% after Deductible	0% after Deductible
Emergency Care (True Emergency)		\$250 Initial/\$500 Thereafter	
Urgent Care Facility		\$35	
Airrosti Muscle/Joint*		\$45 copay	
Routine Lab, X-Ray - At Physicians Office		No Charge	
Routine Lab, X-Ray - Other than Physicians offices		20% after Deductible	
Advanced Imaging (MRI, MRA, CT Scan, PET)			
Mental health and substance abuse (inpatient)			
Prescription Drugs			
Retail	Generic	\$10	
	Preferred brand	\$40	
	Non preferred brand	\$80	
	Specialty	\$125	
Mail Order	Generic	\$20	
	Preferred brand	\$80	
	Non preferred brand	\$160	
	Specialty	n/a	

## Alternative Plans

		<b>PPO w/Smart Shopper</b>	<b>HDHP</b>
		<b>Smart Shopper</b>	<b>Network</b>
		Network	Network
Annual deductible		\$0	\$3,000
Annual out-of-pocket max		\$0	\$6,000
Preventive		\$0	\$3,000
Office Visit		\$0	\$6,000
Inpatient & Outpatient - Hospital		\$0	\$3,000
Emergency Care (True Emergency)		\$0	\$6,000
Urgent Care Facility			
Airrosti Muscle/Joint*		Covered at 100%	Covered at 100%
Routine Lab, X-Ray - At Physicians Office		\$30	0% after Deductible
Routine Lab, X-Ray - Other than Physicians offices		\$50	0% after Deductible
Advanced Imaging (MRI, MRA, CT Scan, PET)		\$10	\$49 or less
Mental health and substance abuse (inpatient)		20% after Deductible	0% after Deductible
Prescription Drugs			
Retail		\$0	0% after Deductible
Mail Order		N/A	0% after Deductible
Generic		\$35	0% after Deductible
Preferred brand		\$45 copay	0% after Deductible
Non preferred brand		No Charge	0% after Deductible
Specialty		\$0	0% after Deductible
Generic		\$10	0% after Deductible
Preferred brand		\$40	0% after Deductible
Non preferred brand		\$80	0% after Deductible
Specialty		\$125	0% after Deductible
Generic		\$20	0% after Deductible
Preferred brand		\$80	0% after Deductible
Non preferred brand		\$160	0% after Deductible
Specialty		n/a	0% after Deductible

# Who Quoted – Medical & Advocacy



Insurance | Risk Management | Consulting

Medical Administrator	Response	Comments	Net Promoter Score
<b>BCBS</b>	Quoted	Competitive Quote but very inflexible & creates exposure if you use their stop-loss	Did not Disclose
<b>Cigna</b>	Quoted	Known service and network expectation	Did not Disclose
<b>Apostrophe Health</b>	Quoted	Great service model and would require training to your employees to implement correctly.	40
<b>AmeriBen</b>	Declined		n/a
<b>Maestro Health</b>	Declined		n/a

Health Advocacy /Bundled Services	Response	Comments	Net Promoter Score
<b>Surgery Plus</b>	Quoted	Not as many surgery or bundled options as Sano but very credible credentialing and provider selection process.	90+
<b>Sano Surgery (The Zero Card)</b>	Quoted	Will announce a merger with Zero Card and bundled services and care advocacy team will complement the bundled surgery services and aggressive contracts.	96
<b>Alight (Compass)</b>	Quoted	Known service model. The can only offer incentives to use, and cannot pay 100% for steerage to lower cost/higher quality providers.	85
<b>Bridge Health</b>	Declined	Target market is 2,000+	90+

# Who Quoted – Stop Loss



Insurance | Risk Management | Consulting

Carrier Name	A.M. Best Rating	Response	Comments	Firm Quote
BCBS	A+	Quoted	Excludes Rx & Health advocacy programs	Yes
Berkley Life & Health Ins Co	A+	Declined	Requires June Claims to quote 1/1 effective date	
Berkshire Hathaway Specialty Ins Co	A++	Declined	Does not meet underwriting guidelines	
Cigna	A+	Quoted	Includes Rx	Yes
Garden State Life Ins Co	A	No Response to Date	Will forward if terms are more competitive	
Liberty Insurance Underwriters, Inc.	A	Declined	Requires June Claims to quote 1/1 effective date	
Roundstone Captive		Quoted	Did not complete RFP response	No
Sirius America Ins Co	A	Declined	Not Competitive	
United States Fire Ins Co	A	Declined	Requires June Claims to quote 1/1 effective date	
Voya	A+	Quoted	Includes Rx and will follow SPD	No
Westport Ins Corp	A+	No Response to Date	Will forward if terms are more competitive	



**Gallagher**

Insurance | Risk Management | Consulting

# 2020 Analysis



# Finalist ASO/Stop Loss Review

\$125,000 Stop-Loss Medical & Rx, Unlimited Spec	CIGNA				BCBS
	Cigna Current	Cigna Renewal	Renewal - w/HMCM	Renewal - Local + & HMCM	
<b>Network:</b>	OAP	OAP	OAP	Local +	Blue Choice
Maximum Annual Aggregate Refund	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Contract Basis	Paid	Paid	Paid	Paid	24/12
Terminal Liability Option (Run-Out)	No	No	No	No	Yes, Included
Dollar Limit on Run-in Claims - Specific   Aggregate	N/A	N/A	N/A	N/A	N/A
<b>Administration</b>	\$188,964	\$190,373	\$209,165	\$209,165	\$292,372
<b>Annual Stop Loss Premium</b>	\$1,005,215	\$1,071,040	\$1,071,040	\$1,069,943	\$985,536
<b>Annual Fixed Costs</b>	\$1,194,179	\$1,261,413	\$1,280,205	\$1,279,109	\$1,277,908
Increase		\$67,234	\$86,026	\$84,929	\$83,729
<b>Expected Claims</b>	\$5,076,972	\$5,546,354	\$5,346,585	\$5,150,992	\$4,899,649
<b>Expected Liability</b>	\$6,271,151	\$6,807,767	\$6,626,790	\$6,430,100	\$6,177,557
		\$536,616	\$355,639	\$158,949	-\$93,595
<b>Max Claim Liability</b>	\$6,092,366	\$6,655,448	\$6,415,902	\$6,181,190	\$5,879,599
<b>Max Liability</b>	\$7,286,546	\$7,916,861	\$7,696,107	\$7,460,299	\$7,157,507
<b>Difference (Max Liability)</b>		\$630,315	\$409,561	\$173,753	-\$129,038
<b>Monthly Aggregate Deductible Factors</b>	120%	120%	120%	120%	120%
<b>Lasers</b>		Firm	Firm	Firm	Firm
Wellness Credit	\$30,000	\$45,000	\$45,000	\$45,000	
Transition Credit - One Time		\$50,000	\$50,000	\$50,000	\$100,000.00
<b>Notes:</b>			3-5% reduction in claims for HCM	Per Cigna better hospital contracts with L+ 3-5% reduction in claims for HCM Activities	Can Not Carve out Stop-Loss  Teladoc +\$.52 PEPM



# Health Advocate

	Compass	Sanos (Zero Card)	Surgery Plus
Year Founded	1984	2014	2011
Number of Members	13,100,000	500,000	1,000,000
Type of Service	Redirect Only	Redirect & Bundled Payment	Redirect & Bundled Payment
Bundled Contracts	No	Yes	Yes
Targeted Savings	N/A		47%
<b>Services Included</b>			
• Surgery	Y	Y	Y
• Lab	Y	Y	N
• Imaging	Y	Y	N
• Rx (Generic)	Y	Y	N
• MSK	Y	Y	N
• Physical Therapy	Y	Y	N
Care Advocate	Y	Y	Y
Reporting	Y	Y	Y
Provider Credentialing	n/a	Top 25%	Top 25%
Pricing	\$5 PEPM	15% of payment	35% of Payment
Incentives	(Gift Card for registering and completing engagement)	Not paying deductible or OOP expenses for common services	Not paying deductible or OOP for Surgeries
Travel Available?	N	Y	Y



# Spending Accounts

Carrier	Connect your Care Proposal	Discovery Proposal	TASC Proposal	Wage Works Proposal
<b>Plan Provisions</b>				
Retiree Billing		\$4.50		
HSA Pricing	\$1.95 PPPM	\$1.95 PPPM	\$4.40 PPPM	\$2.95 PPPM
Healthcare FSA	\$2.95 PPPM	\$3.75 PPPM	\$4.40 PPPM	\$3.75 PPPM
Dependent Care FSA	\$2.95 PPPM	\$3.75 PPPM	\$4.40 PPPM	\$3.75 PPPM
Debit Card	VISA	Included	Master Card	Included
Set-Up Fee	Waived		Waived	Waived
Annual Fee	Waived		\$400	Waived
Minimum Monthly Billing Fee	N/A	\$50	\$350	\$80 per Account type
Compliance Reporting	\$40 per Month	Included	\$200 (one time)	
Discrimination Testing	\$300			Included
Mobile Phone Application	Yes	Included	Included	Included
Online Portal	Yes	Included	Included	Included
HSA Investing Options		Included	Included	No
Programming for Plan changes	\$125 per change			
<b>Rate Guarantee Until</b>	5 Years	5 Years	1 Year	1 Year



# COBRA Services

<b>Carrier</b>	<b>Connect your Care</b>	<b>Discovery</b>	<b>TASC</b>	<b>Wage Works</b>
<b>Plan Provisions</b>	<b>Proposal</b>	<b>Proposal</b>	<b>Proposal</b>	<b>Proposal</b>
Administrative Fee	\$0.55	\$0.60	\$1.00	0.75
Initial Notification	Included	Included	Included	Included
COBRA Notification and Election	Included	Included	Included	Included
Election Tracking	Included	Included	Included	Included
Premium Billing and Remittance	\$10 PCPM	Included	Included	Included
Termination Tracking and Notification	Included	Included	Included	Included
Postage and Printing	Included	Included	Included	Additional Fees
Annual Enrollment Materials	\$20 per package + Postage	Included	Included	\$150 Minimum
Minimum Monthly Fee	\$100.00	\$85.00	\$250.00	100
Set-Up Fee	\$295.00	Included	\$100.00	Included
Annual Fee	\$195.00	Included	Included	Included
Renewal Fee	\$195.00	Included	\$50.00	Not listed
Web Portal	Included	Discovery Marketplace	Included	included
<b>Rate Guarantee Until</b>	5 Years	5 Years	1 Year	1 Year



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# Compensation, AM Best & Disclosures



# Compensation - Health

## A.M. Best Ratings & Compensation - Health

While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's Standard & Poors and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g. HMO) organizations, reflects their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Carrier	Quote Status	Commission/Supplemental Compensation
<b>Medical ASO</b>		
Cigna	Current/Renewal	0% / \$0.00 to \$22.00 PEPY
BCBS	Proposal	0%/\$7.50 to \$15.00 PEPY
Apostrophe Health	Proposal	0% / 0%
<b>Pharmacy</b>		
Express Scripts	Rate Guarantee	\$2.50 - \$7.00 per Rx/0%
<b>Dental</b>		
MetLife	Current/ Renewal	0% / 1.25%
<b>Vision</b>		
MetLife	Rate Guarantee	0% / 1.25%
<b>Stop Loss</b>		
Cigna	Current/Renewal	0% / 0%
BCBS	Proposal	0%/\$7.50 to \$15.00 PEPY
Roundstone	Proposal	0% / 0%
Voya	Proposal	0% / 3% of premium
<b>Health Advocacy</b>		
Alight/Compass	Current/Renewal	0% / 0%
Sano Surgry/ The Zero Card	Proposal	0% / 0%
Surgery Plus	Proposal	0% / 0%
<b>FSA / COBRA Admin</b>		
Connect Your Care	Proposal	0% / 0%
Discovery Benefits	Proposal	0% / 0%
TASC	Proposal	0% / 0%
Wage Works	Proposal	0% / 0%



# Compensation - Non-Health

## A.M. Best Ratings & Compensation – Non-Health

Carrier	Status	Commission/Supplemental Compensation	AM Best Rating
<b>Life/AD&amp;D , LTD</b>			
Standard - Retiree Life	Current/ Renewal	0% / 1.5% to 8.25%	A/XV
Voya	Current/ Renewal	0% / 1.25% of premium	AXIV
<b>Voluntary Life and Voluntary STD</b>			
Voya	Current/ Renewal	10% / 1.25% of premium	AXIV
<b>Voluntary Worksite Products</b>			
AllState	Current Renewal	1st year: 50%-70%; subsequent years: 10% / 0%	A+/XV



# AM Best Ratings – Non-Health

## A.M. Best Ratings & Compensation - Health

Arthur J. Gallagher & Co. uses A.M. Best & Co.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Arthur J. Gallagher & Co. makes no representation and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Level	Category	Level	Category
A++, A+	Superior	C, C-	Weak
A, A-	Excellent	D	Poor
B++, B+	Good	E	Under Regulatory Supervision
B, B-	Fair	F	In Liquidation
C++, C+	Marginal	S	Rating Suspended

Financial Size Categories			
FSC I	Up to 1,000	FSC IX	250,000 to 500,000
FSC II	1,000 to 2,000	FSC X	500,000 to 750,000
FSC III	2,000 to 5,000	FSC XI	750,000 to 1,000,000
FSC IV	5,000 to 10,000	FSC XII	1,000,000 to 1,250,000
FSC V	10,000 to 25,000	FSC XIII	1,250,000 to 1,500,000
FSC VI	25,000 to 50,000	FSC XIV	1,500,000 to 2,000,000
FSC VI	50,000 to 100,000	FSC XV	2,000,000 or more
FSC VIII	100,000 to 250,000		

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.



# Disclosures

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

This analysis is for illustrative purposes and is not a guarantee of future expenses, claims, costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information for further details in this regard.

Network discount analysis is based on a representative basket of 'goods and services' an employer's health plan(s) could expect to see over the course of a year. It is in no way intended to imply a direct correlation to an employer's actual claim experience. This analysis is designed to approximate a differential in reimbursement rates among various networks in order to assess efficiency and does not in any way represent a guarantee of savings.

This proposal is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

This analysis contains a financial cost summary and an outline of key policy provisions. Although cost is an important factor in placing coverage with a stop loss carrier, key policy provisions are also critical to the selection process and they may represent additional financial liability. For example, a stop loss policy that supersedes a client's plan document language could have a negative financial impact on the Plan. Although most stop loss carriers will agree to cover medically necessary and generally accepted practices and procedures, there may be other limitations which should be considered prior to policy acceptance.

GBS and certain of its insurance carrier markets from time to time enter into arrangements providing for additional compensations to be paid to GBS by such carrier generally with respect to the total volume of premium or insurance coverages written through GBS with that carrier (i.e.: all insurance policies with that carrier where GBS is the broker). It is not clear at this time what these fees and/or commissions retained by GBS, GBS affiliates, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, and similar parties, may earn and retain commissions and/or fees in the course of providing insurance products.

Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan. Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

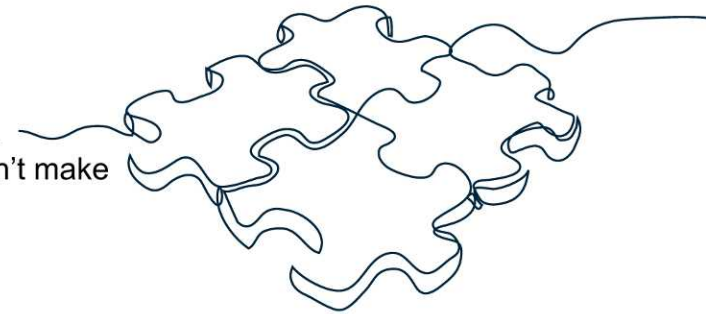
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# The Gallagher Way

1. We are a Sales and Marketing Company dedicated to providing excellence in Risk Management Services to our clients.
2. We support one another. We believe in one another. We acknowledge and respect the ability of one another.
3. We push for professional excellence.
4. We can all improve and learn from one another.
5. There are no second-class Citizens – everyone is important and everyone's job is important.
6. We're an open society.
7. Empathy for the other person is not a weakness.
8. Suspicion breeds more suspicion, To trust and be trusted is vital.
9. Leaders need followers. How leaders treat followers has a direct impact on the effectiveness of the leader.
10. Interpersonal business relationships should be built.
11. We all need one another, We are all cogs in a wheel.
12. No department or person is an island.
13. Professional courtesy is expected.
14. Never ask someone to do something you wouldn't do yourself.
15. I consider myself support for our Sales and Marketing. We can't make things happen without each other. We are a team.
16. Loyalty and respect are earned – not dictated.
17. Fear is a turnoff.
18. People skills are very important at Arthur J. Gallagher.
19. We're a very competitive and aggressive Company.
20. We run to problems – not away from them.
21. We adhere to the highest standards of moral and ethical behavior.
22. People work harder and are more effective when they're turned on – not turned off.
23. We are a warm, close Company. This is a strength – not a weakness.
24. We must continue building a professional Company – together – as a team.
25. Shared values can be altered with circumstances – but carefully and with tact and consideration for one another's needs

When accepted Shared Values are changed or challenged, the emotional impact and negative feelings can damage the Company.

- Robert E. Gallagher  
May 1984



- 8 years running -

# Thank You!

Consultant: Michael Andrade  
Account Management: Sara Davis &  
Patsy McClellan



**Gallagher**

Insurance | Risk Management | Consulting

**RESOLUTION NO. 2019-092**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CIGNA AS THE THIRD PARTY ADMINISTRATOR FOR THE CITY'S SELF-FUNDED MEDICAL, HEALTH MANAGEMENT/HEALTH ADVOCACY SERVICES AND STOP LOSS INSURANCE, THE ZERO CARD FOR HEALTH ADVOCACY SERVICES, AND DISCOVERY BENEFITS FOR FSA/HSA/COBRA SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

---

**WHEREAS**, the decision to select Cigna came down to the capabilities offered for this coming year in the area of health management and additional funds offered in wellness and renewal credits; and

**WHEREAS**, The decision to contract with The Zero Card for Health Advocacy will have a financial savings for the city, as it is utilized; and

**WHEREAS**, The decision to select Discovery Benefits for FSA/HSA/COBRA services will have not have a financial savings for the city, but the additional customer services through a web application should make employee use easier. For any former employees who qualify for COBRA coverage will be given additional insurance options to choose from in the Discovery Marketplace.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:**

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves the Agreements with Cigna Insurance, Cigna Stop Loss, The Zero Card and Discovery Benefits for City employee insurance benefits.

**SECTION 2:** That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to negotiate and execute any documentation or agreements necessary to participate in said insurance plans.

**SECTION 3:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 2nd day of October 2019.**

---

Matthew T. Doyle, Mayor  
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Nicholas J. Finan  
City Secretary

---

Russell F. Plackemeier  
City Attorney

**CITY COMMISSION REGULAR MTG**

**(10) (d)**

**Meeting Date:** 10/02/2019

2019/20 Axon Enterprise Contract

**Submitted For:** David Zacherl, Fire Department

**Submitted By:** Cynthia Scrimshaw, Fire Department

**Department:** Fire Department

---

**Information**

**ACTION REQUEST (Brief Summary)**

Authorization for the Mayor to execute an agreement for professional services with Axon Enterprise, Inc. to provide portable digital media recorder services to the Fire Department.

**BACKGROUND**

Portable digital media recorder services encompasses camera hardware, data management, secure storage, live video streaming and technical support. Video recording enhances report documentation, assists in training, and improves accountability and transparency. It also provides an excellent record of an event and is an important defense tool that can help avoid protracted and costly litigation.

**ANALYSIS**

Personnel responding to emergency and non-emergency incidents will be equipped with video/audio recording equipment to enhance the department's transparency, assist in EMS quality assessment and improvement, fire tactical evaluation and post incident critique/training to improve crew safety.

This agreement is for a five (5) year period beginning October 2019

**ALTERNATIVES CONSIDERED**

None

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**Fiscal Impact**

**Attachments**

Exhibit A

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# AXON

**Texas City Fire Department TX**

**AXON SALES REPRESENTATIVE**

Danny Thielen  
(480) 434-8810  
dthielen@axon.com

**ISSUED**  
9/12/2019



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737

**Q-203502-43720.877DT**

Issued: 09/12/2019

Quote Expiration: 10/11/2019

Account Number: 501577

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Jesse Rubio  
 Texas City Fire Department TX  
 1801 9th Avenue North  
 Texas City, TX 77592  
 US

**BILL TO**

Texas City Fire Department TX  
 1801 9th Avenue North  
 Texas City, TX 77592  
 US

**SALES REPRESENTATIVE**

Danny Thielen  
 Phone: (480) 434-8810  
 Email: dthielen@axon.com  
 Fax: (480) 502-6270

**PRIMARY CONTACT**

Jesse Rubio  
 Phone: (409) 643-5703  
 Email: jrubio@texascitytx.gov

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	74	180.00	180.00	13,320.00
85110	EVIDENCE.COM INCLUDED STORAGE	740	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR	36	0.00	0.00	0.00
<b>Hardware</b>					
74210	AXON BODY 3 - 8 BAY DOCK	5	1,495.00	1,495.00	7,475.00
73202	AXON BODY 3 - NA10	36	699.00	699.00	25,164.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	36	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	36	0.00	0.00	0.00
11534	USB SYNC CABLE, FLEX 2	36	0.00	0.00	0.00
<b>Other</b>					
71019	NORTH AMERICA POWER CORD	5	0.00	0.00	0.00
73413	AXON AWARE PLUS ANNUAL PAYMENT	36	192.00	96.00	3,456.00
<b>Services</b>					
85144	AXON STARTER	1	2,750.00	2,750.00	2,750.00
				Subtotal	57,787.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				<b>Total</b>	<b>57,787.00</b>

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	74	180.00	180.00	13,320.00
85110	EVIDENCE.COM INCLUDED STORAGE	740	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
<b>Other</b>					
73413	AXON AWARE PLUS ANNUAL PAYMENT	36	192.00	192.00	6,912.00
				Subtotal	25,854.00
				Estimated Tax	0.00
				Total	25,854.00

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	74	180.00	180.00	13,320.00
85110	EVIDENCE.COM INCLUDED STORAGE	740	0.00	0.00	0.00
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
<b>Other</b>					
73413	AXON AWARE PLUS ANNUAL PAYMENT	36	192.00	192.00	6,912.00
				Subtotal	25,854.00
				Estimated Tax	0.00
				Total	25,854.00

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	74	180.00	180.00	13,320.00
85110	EVIDENCE.COM INCLUDED STORAGE	740	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	4	468.00	468.00	1,872.00

## Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
<b>Other</b>					
73413	AXON AWARE PLUS ANNUAL PAYMENT	36	192.00	192.00	6,912.00
				Subtotal	25,854.00
				Estimated Tax	0.00
				Total	25,854.00

## Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	74	180.00	180.00	13,320.00
85110	EVIDENCE.COM INCLUDED STORAGE	740	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	4	468.00	468.00	1,872.00
85110	EVIDENCE.COM INCLUDED STORAGE	120	0.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	5,000	0.75	0.75	3,750.00
<b>Other</b>					
73413	AXON AWARE PLUS ANNUAL PAYMENT	36	192.00	192.00	6,912.00
				Subtotal	25,854.00
				Estimated Tax	0.00
				Total	25,854.00
<b>Grand Total</b>					<b>161,203.00</b>

## Discounts (USD)

Quote Expiration: 10/11/2019

List Amount	164,659.00
Discounts	3,456.00
<b>Total</b>	<b>161,203.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	57,787.00
Year 2	25,854.00
Year 3	25,854.00
Year 4	25,854.00
Year 5	25,854.00
<b>Grand Total</b>	<b>161,203.00</b>

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Danny Thielen at [dthielen@axon.com](mailto:dthielen@axon.com) or fax to (480) 502-6270

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-203502-43720.877DT

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**CITY COMMISSION REGULAR MTG**

**(10) (e)**

**Meeting Date:** 10/02/2019

**Submitted By:** Rhomari Jackson, City Secretary

**Department:** City Secretary

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on Resolution No. 19-094, approving the Lease Agreement between Texas City Salvation Army of Galveston County and the City of Texas City. (Recreation and Tourism)

**BACKGROUND**

The City's Parks, Recreation & Tourism Department staff have been in discussion with representatives from the Texas City Salvation Army regarding the property located at 4915 Emmett F. Lowry Freeway to develop, and operate as a City public park. This proposed park would be approximately 5 acres in size, which would have various recreational amenities such as; walking trails, basketball goal, playground, and picnic shelters, etc. This park site would provide recreation opportunities in an area of the City that does not exist.

**ANALYSIS**

It is the recommendation of the Parks, Recreation & Tourism Department that the City of Texas City enters into this Lease Agreement. Attached you will find the agreement along with the proposed site plan.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A  
Attachment

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THE STATE OF TEXAS

THE COUNTY OF GALVESTON

CITY OF TEXAS CITY

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into as of this <sup>1<sup>st</sup></sup> ~~5<sup>th</sup>~~ day of ~~June~~ <sup>July</sup>, 2019 by an between Texas City Salvation Army of Galveston County, hereinafter called "Lessor" and the City of Texas City, Texas, hereinafter called "Lessee".

RECITALS

Lessor is the owner of the real property ("Premises") located at ~~4115 Emmett E.~~ <sup>4115 Emmett E.</sup> and more particularly described and depicted on Exhibit "A" attached hereto. ~~Leasing Survey~~ <sup>Leasing Survey</sup>

Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor. In consideration of these recitals and the mutual covenants and conditions contained in this Lease, Lessor and Lessee agree as follows:

I. PREMISES AND USE

Lessor leases to Lessee, and Lessee leases from Lessor, for the term, and on all conditions in this Lease, the real property located in Texas City, Galveston County, Texas, and more particularly described and depicted on Exhibit "A" attached hereto on and incorporated by reference, hereinafter referred to as the "Premises". Furthermore, the Parties hereto covenant and agree that the Premises shall be utilized solely as a public recreational park.

II. TERM OF LEASE AND RENT

This Lease shall commence on ~~July 1<sup>st</sup>~~ <sup>July 1<sup>st</sup></sup>, 2019 and continue thereafter for a term of Forty (40) years. Lessee shall pay rent to Lessor at ~~the rate of \$10.00~~ <sup>the rate of \$10.00</sup> in the amount of Ten and 00/100 Dollars (\$10.00) per year for the leased Premises.

III. INSURANCE

A current liability insurance policy will be maintained by the Lessee and naming the Lessor as an additional insured.

IV. FIXTURES

Any and all fixtures placed upon the Premises by Lessee shall remain the property of Lessee and shall be removed by Lessee on or before the termination of this lease.

## V. MAINTENANCE

Lessee shall be responsible for maintaining the park grounds in accordance to all City ordinances. Furthermore, Lessor agrees to provide Lessee any and all topographic survey(s), drainage and/or engineering reports concerning the leased Premises.

## VI. TERMINATION

Notwithstanding the hereinbefore stipulated term of years for the running of this lease either party may be anytime during the term hereof give One Hundred Eighty (180) days written notice to the non-terminating party of its desire to terminate this lease; and after such period of notice, the lease shall terminate.

## VII. MISC.

Captions and Terms. The captions of Articles of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or define the terms and provisions of this Lease.

Entire Agreement; Amendment. This Lease contains the entire agreement between the parties. All understandings, discussions, and agreements previously made between the parties, written or oral, are superseded by this Lease, and neither party is relying on any warranty, statement, or representation not contained in this Lease. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

Waivers. No waiver by Lessor of any provision of this Lease will be deemed a waiver of any other provision or of any later breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act will not be deemed to make unnecessary the obtaining of Lessor's consent to or approval of any later act by Lessee. The acceptance of rent by Lessor will not be a waiver of any preceding breach by Lessee, other than Lessee's failure to pay the particular rent accepted, regardless of Lessor's knowledge of the preceding breach when the rent was accepted.

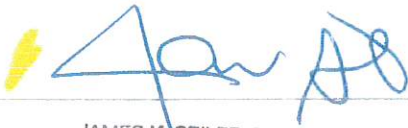
Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, will in no way affect the validity of any other provision.

Governing Law; Construction; Jurisdiction. The laws of the State of Texas govern the validity, performance, and enforcement of this Lease. This Lease will not be construed either for or against Lessor or Lessee, but will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result and recognizing that both Lessor and Lessee and their respective legal counsel have played an equal part in the negotiation and drafting of this Ground Lease. The proper jurisdiction for the resolution of all disputes relating to this Lease will be in Galveston County, Texas.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

SALVATION ARMY

THE CITY OF TEXAS CITY, TEXAS

By  \_\_\_\_\_  
JAMES K. SEILER, TREASURER  
The Salvation Army, a Georgia Corporation  
4801 Emmett F. Lowry Expressway  
Texas City, Texas 77590

By: \_\_\_\_\_  
Matthew T. Doyle  
Title: Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

A. CONTRACTOR TO VERIFY ALL CONDITIONS AND ALERT ARCHITECT IN WRITING ABOUT DEVIATIONS FROM CONDITIONS AS DRAWN.  
 B. REFER TO CIVIL DRAWINGS FOR FINISH GRADE, HARDSCAPE INFORMATION AND PARKING DIMENSIONS.  
 C. REFER TO LANDSCAPE DRAWINGS FOR PLANTING AND IRRIGATION PLAN.  
 D. CONTRACTOR SHALL COORDINATE WITH OWNER FOR LOCATION OF CONSTRUCTION BARRICADES AND SITE ACCESS DURING CONSTRUCTION.  
 E. REFER TO CIVIL DRAWINGS FOR NEW CONCRETE SIDEWALKS. SIDEWALKS TO HAVE MAXIMUM 5% SLOPE IN THE DIRECTION OF TRAVEL WITH A MAXIMUM 1:50 CROSS SLOPE.  
 F. CLEAN AND REPAIR ALL SURFACES AND PROVIDE NEW SEALERS, CALK, PAINT, ETC. TO LIKE NEW FINISH CONDITIONS.  
 G. NEW SPRINKLER AND FIRE ALARM SYSTEM THROUGHOUT INCLUDING INTERIOR SPACES, ATTIC AND MECHANICAL PLATFORMS, AND EXTERIOR CANOPIES.

**§ 160.061 OFF-STREET PARKING REQUIREMENTS:**  
 Governmental/Institutional Uses:  
 Church, synagogue, temple: 1 per each 4 seats in the main sanctuary

TOTAL PARKING SPACES	ACCESSIBLE SPACES (TAS TABLE 209.7)
181 TOTAL SPACES REQUIRED	1 TOTAL ACCESSIBLE SPACES REQUIRED
137 TOTAL SPACES PROVIDED	7 TOTAL ACCESSIBLE SPACES PROVIDED

**SITE ALTERNATES:**  
 ALTERNATE #1:  
 A-1 NEW ELEVATED DRIVEWAY AND PORTION OF PARKING LOT  
 ALTERNATE #2:  
 A-2 NEW CANOPIES OVER EXTERIOR DOORS

- 01 NEW ROOF
- 02 OUTSIDE FACE OF EXISTING WALL BELOW
- 03 REPAIR & RESTRIPE EXISTING PARKING LOT
- 04 REPAIR PARKING LOT ENTRIES
- 05 NEW DUMPSTER SCREEN
- 06 NEW PLAYGROUND, BY CITY (NIC)
- 07 ADD FILL FOR PROPOSED MULTI-PURPOSE FIELD W/ PRACTICE BACKSTOP, BY CITY (NIC)
- 08 PROPOSED BASKETBALL HALF-COURT W/ FUTURE POTENTIAL FULL-COURT EXPANSION, BY CITY (NIC)
- 09 PROPOSED 24x24x8 PAVILION W/ BBQ PIT, BY CITY (NIC)
- 10 PROPOSED LANDSCAPING AREA, BY CITY (NIC)
- 11 PROPOSED CONCRETE MULTI-PURPOSE TRAIL 5' x 4', BY CITY (NIC)
- 12 PROPOSED PLANTING, BY CITY (NIC)
- 13 REMOVE EXISTING SIGN AND REPLACE W/ NEW MONUMENT SIGN W/ SCROLLING MESSAGE BANNER ON BOTH SIDES, RE: ELEVATIONS

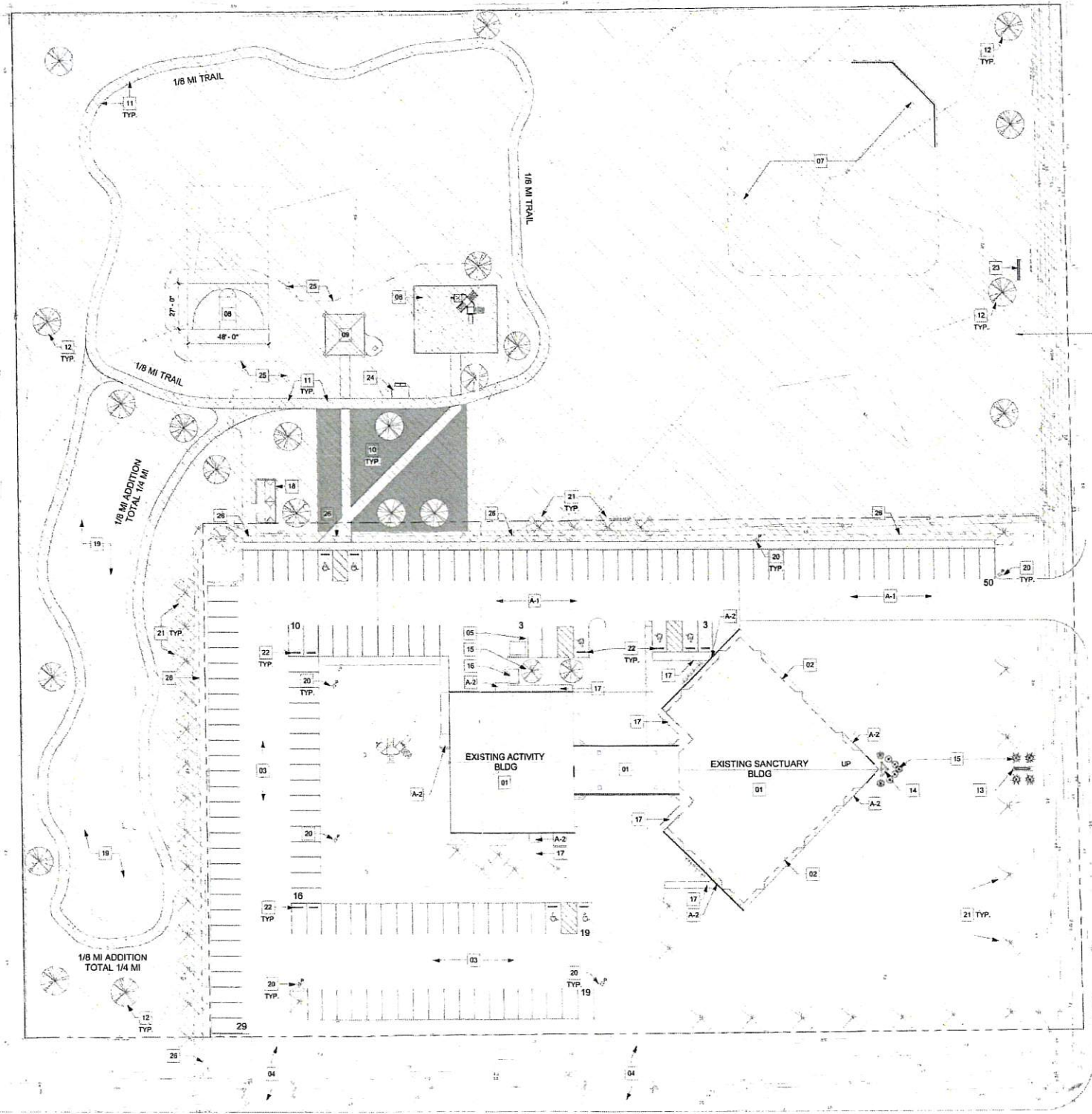
- 14 NEW METAL CROSS W/ UP-LIGHT
- 15 PROPOSED PLANTING
- 16 NEW GREASE TRAP, RE: CIVIL & MEP
- 17 DEMO ANY STEPS, AND RESLOPE WALKWAY TO MEET TAS, 1:12, V.I.F.
- 18 NEW RESTROOM FACILITIES, BY CITY (NIC)
- 19 NEW DETENTION POND, GRADUALLY SLOPED, TO MITIGATE ELEVATED PARKING AREA
- 20 NEW LIGHT POLES, RE: MEP
- 21 EXISTING PLANTING
- 22 NEW WHEEL STOPS
- 23 PROPOSED CITY PARK SIGN, BY CITY (NIC)
- 24 PROPOSED ADA DRINKING FOUNTAIN AREA WITH TWO FOUNTAINS, BY CITY (NIC)
- 25 ADD FILL INSIDE OUTLINED AREA, GRADUALLY SLOPE TO EXISTING GRADE ON EDGES, BY CITY (NIC)
- 26 SWALE: BRIDGE WALKWAYS OVER TO PARK AND ADD CULVERTS AS NECESSARY, BY CITY (NIC)

Issue

No.	Date	Description
1	10/22/2018	100% SD
2	01/23/2019	REVISED SITE PLAN

SITE PLAN GENERAL NOTES 1/16" = 1'-0" 25    SITE PARKING CALCS 1/16" = 1'-0" 20    SITE ALTERNATES 1/16" = 1'-0" 15    SITE PLAN KEYNOTES 1/16" = 1'-0" 05

**EXHIBIT A**



EMMETT F. LOWRY EXPRESSWAY, FRONTAGE ROAD

PROPOSED SITE WORK AND FEATURES IN HATCHED AREA BY CITY, NIC, RE: KEYNOTES

THIS SHEET FOR REFERENCE ONLY  
 TRUONG H. HOAN, STATE OF TEXAS REGISTERED ARCHITECT #18310  
 NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



**PROJECT TEAM**

Owner	The Salvation Army
Architect	Studio Red Architects
Structural	Garza & McLain Engineers
Civil	Infrastructure Associates
MEP	Sales O'Brien

KEY PLAN

Project Name  
**TEXAS CITY SALVATION ARMY**  
 Drawing Name  
**OVERALL SITE PLAN**

SRA Project Number  
**1853**

Scale  
**As indicated**

Drawing Number  
**A0.01**

TRUE NORTH PROJECT NORTH  
 SITE 1" = 30'-0" 01

1320 mcgowen houston, texas 77004  
 www.studioredarchitects.com 713.622.5333

**CITY COMMISSION REGULAR MTG**

**(10) (f)**

**Meeting Date:** 10/02/2019

Engineering Services for the 14th Street Ditch Improvements Project

**Submitted For:** Mike McKinley, Public Works      **Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the execution of an engineering agreement with ARKK Engineers, LLC., for the 14th Street Ditch Improvements Project.

**BACKGROUND**

ARKK Engineers, LLC., has submitted an Agreement For Services, for the engineering services necessary for the 14th Street Ditch Improvements Project, Scenario A (phase 1), not to exceed \$317,150.00.

A copy of the agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC on behalf of the City Commission, for the 14th Street Ditch Improvements, Scenario A.

Thank you.

**ALTERNATIVES CONSIDERED**

---

**Fiscal Impact**

**Attachments**

Exhibit A

---

THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_ day of \_\_\_\_\_, A.D., 2019, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "14<sup>th</sup> Street Ditch Improvements Project" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$399,010.00 for Design, Bid, and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.

9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.
13. Home Rule Municipality  
  
The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City

Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.  
Consultant

BY: Madhu Kilambi  
MADHU KILAMBI, P.E.  
Senior Project Manager / Principal

\_\_\_\_\_  
CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
City Secretary



## ATTACHMENT "A"

September 17, 2019

Mr. Jack Haralson  
Director of Public Works  
City of Texas City  
301 6<sup>th</sup> Street North  
Texas City, Texas 77592

Re: Proposal for Engineering Design and Construction Phase Services for City of Texas City's "14<sup>th</sup> Street Ditch Improvements Project"

Dear Mr. Haralson:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations with City staff and information gathered from our site visits. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

### GENERAL OVERVIEW

This project involves providing engineering design and construction phase services for the Installation of a reinforced concrete channel lining over an existing earthen drainage ditch that runs in a north-south direction along 14<sup>th</sup> Street. The limits of the concrete ditch lining improvements are on 14<sup>th</sup> Street, beginning at 4<sup>th</sup> Avenue South, and ending at Loop 197. Due to budget considerations, it is City's desire that the improvements be delineated in two phases. The phases include:

- Phase 1 - 8th Avenue S to Loop 197 (Base Bid)
- Phase 2 - 8th Avenue S to 4<sup>th</sup> Avenue S (Add Alternate Bid)

The ditch varies in width from 22 to 30 feet wide. The ditch lining work will include regrading and cleaning of the channel, new headwalls where needed, new culverts where needed, and bank-to-bank channel lining with reinforced concrete slope paving.

The estimated project cost if the improvements are constructed as one package (Phase 1 & Phase 2) is approximately \$2.42 million. This figure includes estimated construction costs,

engineering design, and construction phase services fees. If the improvements occur separately in two phases and two separate construction contracts, the total estimated project cost is approximately \$2.79 million.

It is the City's desire that the project be designed and bid with Phase 1 being the Base Bid; and Phase 2 being an Add Alternate Bid. Depending on the bids received and budget availability, the City would award the construction contract accordingly. In the event that the City chooses to construct the improvements for the two phases independently, a budget for additional construction administration services and additional construction inspection services is included in the proposal. These items will only be utilized upon approval by the City.

This proposal addresses the engineering services ARKK will provide the City during the Design and Construction Phases, as well as other services necessary to support the project. The proposal does not include performing any environmental studies. Should the need arise during the design phase to perform any environmental investigations, a separate proposal will be submitted to the City.

The following section details the scope of engineering services proposed for this Project.

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services - Design Phase**

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project.
- Coordinate with utility companies on potential conflicts with the proposed improvements.
- Obtain any necessary drawings which show existing utilities in the project area and coordinate relocation efforts with the utility company.
- Coordinate with the surveying firm and authorize the topographic survey for the project.

- Plot survey data of the project alignment.
- Provide design for the channel lining, storm sewers, driveway culverts, headwalls, pavement repairs, and related items.
- Obtain available record drawings from the City.
- Coordinate with other governmental entities which may be impacted by the project.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans for review and comments.
- Incorporate appropriate comments from the City and other pertinent entities into the final bid documents.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and all public and private utilities including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as special submittals, designs, appearances at special meetings, coordination of utility/pipeline excavation efforts, permitting applications, etc., such work would be considered under the Special Services portion of this proposal.
- Prepare a construction cost estimate for the project at the 60%, 90%, and 100% completion level.
- Furnish two (2) sets of construction documents to the City.

## **B. Special Services - Design Phase**

### **1. Storm Water Pollution Prevention Plan**

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance

with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction for all project areas.

## **2. Surveying Services**

- Conduct topographic survey of the project alignment.
- Prepare survey control map of project area.
- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.

## **3. Subsurface Utility Engineering Services**

- Utilize a sub-consultant to perform Subsurface Utility Engineering (SUE) services at critical locations along the project alignment (outside pavement limits) to locate existing pipelines based on pipeline markers found in the field.
- The preliminary locations of pipelines will be documented the 60% submittal. The exact number of required detailed field explorations and critical locates by excavation and probing is not known at the present time. Therefore, a budget of SUE Services is included with this proposal at this time.
- Coordinate the work during with the SUE services sub-consultant.

## **4. Storm Water Pollution Prevention Plan**

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction.

## **5. Reproduction**

- Costs for reproduction will be charged for reproduction of plans, specifications and reports beyond the two (2) sets of construction documents provided (as listed in the basic design services) to the City.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

## **II. BID PHASE SERVICES**

### **A. Basic Services – Bid Phase**

- Assist the City in obtaining bids for the project. The City of Texas City will advertise the project and will absorb all related advertising costs. ARKK will coordinate with the City and will assist in developing the wording of the advertisement.
- Dispense construction documents to potential bidders via the CivcastUSA online plan room service.
- During the bidding process, provide information to and answer questions from potential bidders concerning the Project's construction documents and prepare addendums as necessary.
- Conduct a pre-bid conference for potential bidders.
- Evaluate the bids and the qualifications of the apparent low bidders and advise the City as to the acceptability of the apparent low bidder.

## **III. CONSTRUCTION PHASE SERVICES**

### **A. Basic Services – Construction Phase**

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents.

- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the Contractor's red line marked up as-built drawings.

## **B. Special Services – Construction Phase**

### **1. Construction Observation Services:**

- Provide one project site representative to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. The project site representative will be observing the progress of construction on project in the City. The project site representative will assist in coordinating the construction activities with the construction contractor performing the work.
- The construction duration for the project is estimated to be 210 calendar days (if both the phases are constructed together) and 150 days and 120 days if constructed separately. The construction observation budget allocated for this project is based on providing one (1) project site representative an average 40 hours/week for the construction duration.
- ARKK personnel will coordinate with the City and the construction contractor regarding the construction activities.
- Provide engineering and technical office personnel support during the construction phase.

- The project site representative will be on-site as necessary during construction activity.
- In the event of rain days where construction may be hindered or stopped, the site representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The project site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The project site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The project site representative will take periodic photographs of the construction progress and of key items of concern.
- The project site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The project site representative will aid in the coordination of activities of the testing laboratory.
- The project-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The project site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The project site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The project site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project in order to assist in the preparation of record drawings.
- The project site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendation of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with construction.

### **3. Construction Materials Testing:**

- Construction materials testing is included in this proposal as a budgetary item. A budget for material testing for both of the construction packages is included. It is anticipated that a separate construction testing firm mutually agreeable to the City of Texas City and ARKK will be utilized as a subcontractor to ARKK to perform the testing services. The City has the option to contract directly with the materials testing firm.

### **FEE**

The fee structure below covers three (3) possible scenarios for the implementation of the overall project:

**Scenario A** – The City awards a construction contract for Phase 1 (Base Bid) only;

**Scenario B** – The City awards a construction contract for both Phase 1 and Phase 2 (Base Bid plus the Add Alternate);

**Scenario C** – The City awards a construction contract for Phase 1 (Base Bid) only; and at a later date re-bids Phase 2 (Add Alternate) and constructs as a separate contract.

All three scenarios will have the same design fee because the City intends to have the entire project designed at once.

**1. DESIGN PHASE (Same fee for Scenarios A, B, and C)**

Design Phase Services for Phases 1 and 2: lump sum amount of	\$136,350.00
Surveying: Subcontractor's Cost plus 10%	\$10,650.00
*Sub-Surface Utility Investigation Budget: Hourly and Cost plus 10%	\$20,000.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$2,500.00
*Reproduction: Subcontractor's Cost plus 10%	\$1,000.00
*Miscellaneous Services: Hourly and Cost Plus 10%	<u>\$5,000.00</u>
<b>Design Phase Fee:</b>	<b>\$175,500.00</b>

**2. BID PHASE**

For Scenarios A and B: Bid Phase Services: lump sum amount of: **\$2,250.00**

Additional Bid Phase Services for **Scenario C**: Repackaging & Re-bid: lump sum amount of: **\$4,750.00**

**3. CONSTRUCTION PHASE**

Construction Administration Services – **Scenario A**: Phase 1 (Base Bid) only: lump Sum: **\$ 25,960.00**

One of the following fees will be charged depending on the award of the project:

Additional Construction Administration Services - **Scenario B**: Phase 1 & Phase 2 awarded in one construction contract package: added lump sum amount of: **\$ 7,630.00**

Or:

Additional Construction Administration Services - **Scenario C**: Phase 1 & Phase 2 awarded in two separate construction contract packages: added lump sum amount of: **\$ 17,400.00**

Construction Observation Services: **Scenario A**: Phase 1 (Base Bid) Only: Hourly and cost plus 10% amount of: **\$92,440.00**

One of the following fees will be charged depending on the award of the project:

Additional Construction Observation Services - **Scenario B**: Phase 1 & Phase 2 awarded in one construction contract package: Hourly and cost plus 10% amount of: **\$ 31,040.00**

Or:

Additional Construction Observation Services - **Scenario C**: Phase 2 (Add Alternate) constructed separately: Hourly and cost plus 10% amount of: **\$ 73,952.00**

**Construction Materials Testing:**

\*Construction Materials Testing Budget for Phase 1(Base Bid): (Cost plus 10%) **\$21,000.00**

\*Construction Materials Testing Budget for Phase 2 (Alternate Bid): (Cost plus 10%) **\$9,000.00**

**Maximum Total for All Services: \$422,252.00**

**Fee Breakdown:**

If Scenario A is chosen (Phase 1 only): Maximum Fee is:	\$317,150
If Scenario B is chosen (Phase 1 & Phase 2): Maximum Fee is:	\$364,820
If Scenario C chosen: Maximum Fee is:	\$422,252

*\*At this time the magnitude of these budgetary tasks are not known but are estimated. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run or by contract amendment.*

Hourly charges for office personnel shall be charged based on a raw labor rates times a multiplier of 2.99, reimbursable expenses will be charged at cost plus 10% and mileage will be charged at the current IRS prevailing rate. The construction observation fee includes hourly costs for a project site representative, and vehicle charges of \$35.00 per day. Hourly charges for project-site representative shall be charged based on a raw labor rate times a multiplier of 2.70.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,  
ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.  
Senior Project Manager / Principal

**ATTACHMENT "B"  
INSURANCE LIMITS**

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and		

	<b>Employers Liability</b>	<b>Each Accident:</b>	<b>\$500,000</b>
		<b>Disease - Each Employee:</b>	<b>\$500,000</b>
		<b>Disease - Policy Limit:</b>	<b>\$500,000</b>
<b>5.</b>	<b>Professional Liability</b>	<b>Each Claim</b>	<b>\$1,000,000</b>
		<b>Policy Year Aggregate</b>	<b>\$1,000,000</b>

**CITY COMMISSION REGULAR MTG**

**(10) (g)**

**Meeting Date:** 10/02/2019

Boating Access Grant

**Submitted For:** Mike McKinley, Public Works

**Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider and take action on a resolution authorizing the filing of an application with the Texas Parks and Wildlife Department for funding of the Dike Road Boat Ramp Bulkhead Improvements.

**BACKGROUND**

The Texas Parks and Wildlife Department has a grant request out for Boating Access Ramps where the City would only be responsible for 25% of the cost up to a maximum amount \$ 500,000.00. The estimated cost for our project is \$659,765.00  
Documentation is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department that we be allowed to apply for this grant.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A

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**BOATING ACCESS GRANT RESOLUTION**

**Resolution Number** \_\_\_\_\_

**WHEREAS**, the City of Texas City, (hereinafter the "Sponsor"), is desirous of providing for the construction of a boating access facility on Galveston Bay at the Texas City Dike, and;

**WHEREAS**, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Section 11.033 and 31.141 of the Parks & Wildlife Code, would provide funding for such construction, and;

**WHEREAS**, the construction of such a facility would be of benefit to the citizens of Galveston County as well as transient recreational boaters from the State and other states:

**NOW, THEREFORE, BE IT RESOLVED:** That the Texas City Commision in a meeting this 2nd day of October, 2019, is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services, and the Department providing 75% matching funds for work accomplished.

**AND BE IT FURTHER RESOLVED:** The undersigned is herewith authorized to sign any or all documents pertaining to the construction;

**AND BE IT FURTHER RESOLVED:** That the Sponsor has matching funds available;

**AND BE IT FURTHER RESOLVED:** That the Sponsor will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners; for the life of the facility (minimum 25 years);

**AND BE IT FURTHER RESOLVED:** That said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities.

\_\_\_\_\_  
Signature of Official Authorized in Resolution

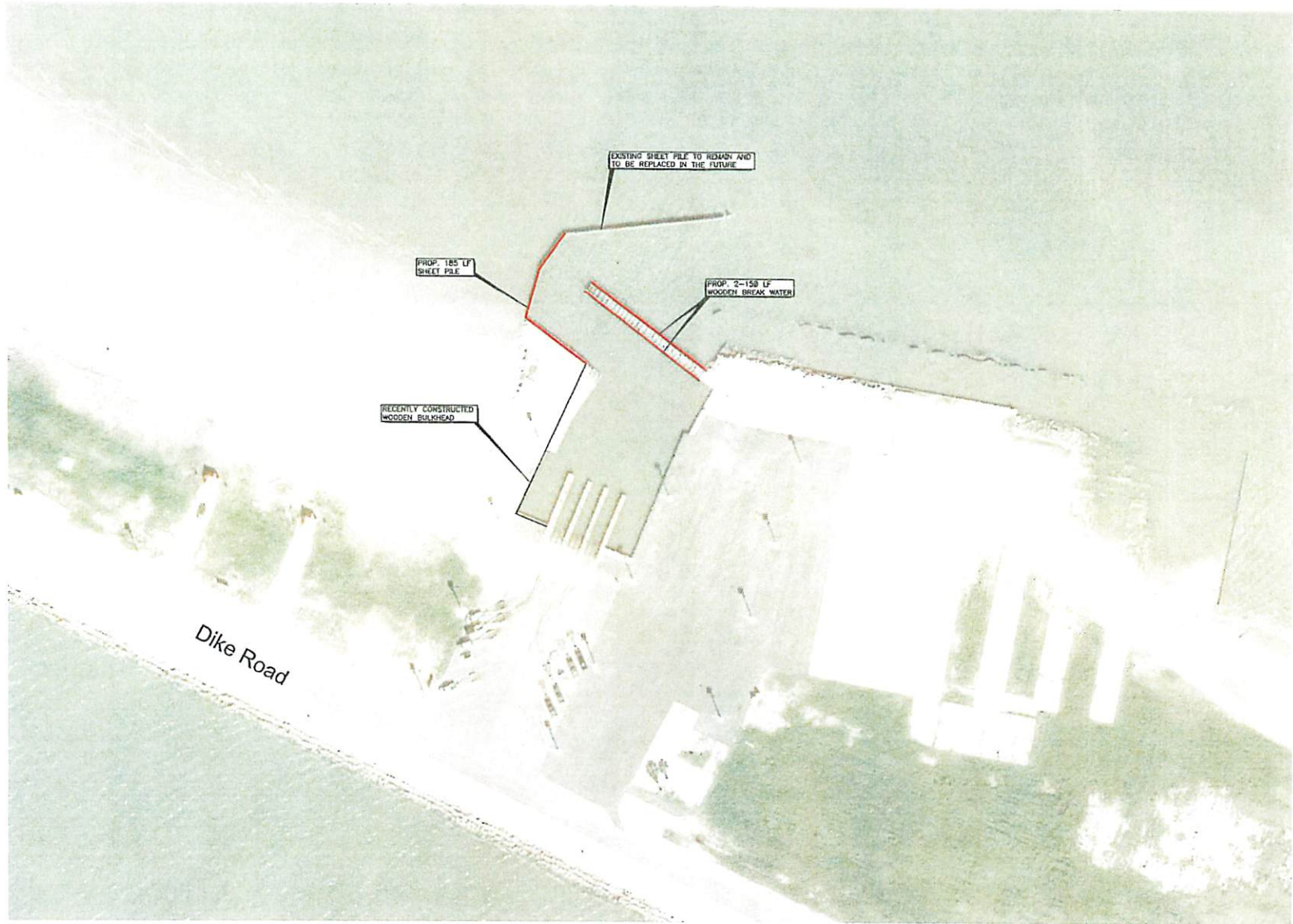
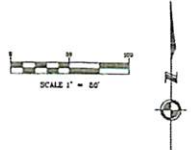
\_\_\_\_\_  
Typed Name, Title, and Telephone Number

\_\_\_\_\_  
Date

**Project Cost Estimate for  
Dike Road Boat Ramp Bulk Head Improvements  
City of Texas City**

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	EST. UNIT PRICE	TOTAL AMOUNT
<b>Breakwater and Sheet Pile Repair</b>					
1	Breakwater	LF	300	\$275.00	\$82,500.00
2	35' Steel Sheet Pile	LF	185	\$2,275.00	\$420,875.00
<b>Sub-Total</b>					<b>\$503,375.00</b>
<b>Total Construction with 15% Contingency:</b>					<b>\$578,890.00</b>
Estimated Engineering Design & Construction Phase Services					\$62,000.00
Estimated Topographic Surveying					\$3,000.00
Estimated Geotechnical					\$6,875.00
Miscellaneous					\$7,500.00
Reproduction					\$1,500.00
<b>TOTAL ESTIMATED PROJECT COST</b>					<b>\$659,765.00</b>

\$ 500,000.00 75% Grant  
 \$ 166,666.50 25% Match  
 \$ 666,666.50 Total Project Funding



NO.	DESCRIPTION	DATE	OWN.	CHK.


**ARKK ENGINEERS**  
 3727 Southwood Freeway, Suite 300 • Houston, Texas 77024  
 (281) 499-7722 • www.arkk-engineers.com • 24 HR Fax (8) 13472

City of Texas City, Texas

Boat Ramp Bulkhead

Dike Boat Ramp Bulkhead

JOB No.:	Scale:	SHEET
Date: <b>May 2019</b>	NO. OF:	<b>1</b>
Drawn By: <b>D. Feltg</b>	VER.:	<b>1</b>
Check By: <b>D. Feltg</b>		OF <b>1</b>

**CITY COMMISSION REGULAR MTG**

**(10) (h)**

**Meeting Date:** 10/02/2019

Engineering Services for the City of Texas City's Fire Department Training Facility on Humble Camp Road

**Submitted For:** Mike McKinley, Public Works

**Submitted By:** Mike McKinley, Public Works

**Department:** Public Works

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve the execution of an engineering agreement with ARKK Engineers, LLC, the Final Design and Construction Phases of the Fire Department Training Facility on Humble Camp Road.

**BACKGROUND**

ARKK Engineers, LLC has submitted and Agreement For Services, for the Final Design and Construction Phases of the Fire Department Training Facility on Humble Camp Road. The total cost of services is \$202,820.00.

A copy of the agreement is attached for your review.

**ANALYSIS**

It is the recommendation of the Public Works Department to approve a resolution authorizing the Mayor to execute the Agreement for Services with ARKK Engineers, LLC on behalf of the City Commission for the Fire Department Training Facility on Humble Camp Road.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Attachments**

Exhibit A

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THE STATE OF TEXAS

COUNTY OF GALVESTON

**AGREEMENT FOR SERVICES**

This Agreement entered into as of the \_\_\_ day of \_\_\_\_\_, A.D., 2019, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

**WITNESSETH:**

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "Fire Department Training Facility on Humble Camp Road" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducibles of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: \$202,820.00 for Design and Construction Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".

10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.
11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.
12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.
13. Home Rule Municipality  

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.

Consultant

BY: Madhu Kilambi  
MADHU KILAMBI, P.E.  
Senior Project Manager / Principal

---

CITY OF TEXAS CITY, TEXAS  
Client

BY: \_\_\_\_\_  
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: \_\_\_\_\_  
City Secretary

## ATTACHMENT 'A'



September 26, 2019

Mr. Jack Haralson  
Director of Public Works  
City of Texas City  
301 6<sup>th</sup> Street North  
Texas City, Texas 77592

Re: **Proposal for Engineering & Construction Phase Services for City of Texas City's  
"Fire Department Training Facility on Humble Camp Road"**

Dear Mr. Haralson:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design and construction phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous conversations and information gathered from our site visits. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

### **GENERAL OVERVIEW**

This proposal is for civil engineering design and construction phase services for the site development of 26 acres located on Humble Camp Road, approximately 1000 feet north of Attwater Avenue, within the City Limits of the City of Texas City. The City has previously authorized the civil engineering preliminary design development phase of the project. This proposal is for the final design and construction phase of the project. The overall project design will be performed jointly by ARKK Engineers and Joiner Architects. The following is a summary of the anticipated project elements, and the corresponding design lead firm:

#### **JOINER ARCHITECTS:**

1. All training, Classroom/Admin Building(s), parking structures, training prop pads, including structural, HVAC, plumbing, & electrical designs
2. Other Misc. Buildings and pavilions, including structural, HVAC, plumbing, & electrical designs

**ARKK ENGINEERS:**

3. All Driveways
4. Concrete paving for driver training track
5. Pond for detention, fire water, and soil borrow
6. Potable water storage tank and water system for use for fire fighting training
7. On-Site underground storm sewers, ditches, and swales.
8. On-site propane gas lines
9. Equipment pad for fire water pump station, if desired
10. Diesel fuel tanks, if desired
11. Preparation of the required Stormwater Pollution Prevention Plan for a Large Construction Site
12. Clearing & grubbing of site
13. Water Line extension to site, water meter(s), and on-site water distribution
14. Wastewater service to the site, and on-site wastewater collection
15. Arranging for electrical service to site
16. Geotechnical design & soil borings required for buildings and site work (locations based on information provided by Joiner Architects).

It is proposed that certain critical-path elements in the above list be segregated into a stand-alone smaller construction project. As such, the following project elements will be prepared as a stand-alone construction design package suitable for bidding or taking quotes:

1. Concrete Driveway connecting the site to Humble Camp Road, crossing the Magellan pipeline easement and the GCWA pipeline easement, with a stabilized construction exit on the site.
2. Clearing & Grubbing of Site
3. Water Line extension to site, water meter(s), and partial on-site water distribution, extending the proposed water main to a point on the site that crosses the Magellan and GCWA pipelines. The proposed offsite water extends from the proposed site to the intersection of Humble Camp Road and Attwater Avenue.
4. Wastewater service to the site via a small diameter force main, and partial on-site wastewater force main, extending the proposed force main to a point on the site that crosses the Magellan and GCWA pipelines. The connection point for the offsite wastewater force main will be the 16-inch wastewater force main that is presently being constructed on Humble Camp Road.

Therefore, ARKK will be preparing two civil design packages. The first civil design package will include the driveway and critical-path utility items above, as a stand-alone design. The second civil design package will be prepared for the remaining project elements, and will be prepared in such a fashion as to be incorporated into the Joiner Architects design drawings civil sheets.

During construction of this project, the City of Texas City will provide a project site representative to observe the progress of construction. Therefore, construction inspection services by ARKK Engineers personnel are not part of the scope of this project. However, a limited budget for project support services to assist and aid the City's project site representative during construction is included in this proposal.

The following paragraphs provide the scope of services that ARKK Engineers will provide during the final design and construction phases of the project:

## **SCOPE OF SERVICES**

### **I. DESIGN PHASE SERVICES**

#### **A. Basic Services - Design Phase**

- Research and gather existing relevant data on the project areas such as existing utility information, pipeline crossings, as available.
- Prepare project specifications, drawings, bid documents and construction drawings based on anticipated improvements. The project will be designed, bid, and, constructed as two (2) packages.
- Coordinate with Texas City staff during the design phase for their input and plan review purposes.
- Provide the City and the design Architect with two (2) sets of 60% plan drawings and specifications for Package 1 (critical path) and Package 2 (site development) projects for review and comments. Provide electronic copies of the documents as necessary.
- Provide updated construction cost estimate at the 60% completion stage for both the construction packages.
- Incorporate the City's and the Architect's 60% review comments into the plans and specifications for both the construction packages.
- Provide the City and the design Architect with two (2) sets of 90% plan drawings and specifications for Package 1 and Package 2 projects for review and comments. Provide electronic copies of the documents as necessary.

- Provide an updated construction cost estimates at the 90% completion stage for both the construction packages.
- Incorporate 90% review comments for Package 1 and Package 2 into the bid documents.
- Coordinate with the City of Texas City Engineering and Planning Department during the design phase for permitting and review purposes. Provide plans for review and comments.
- Incorporate appropriate comments into the final bid documents and submit 100% complete documents to the City and the design Architect.
- Complete coordination with other governmental entities or utility agencies in regard to the project. Assist the City in obtaining and/or securing approvals required by all governmental authorities with jurisdiction over the design and/or the operation of the project and all public and private utilities including pipeline transmission companies affected by this project. This assistance will involve the usual expected coordination and approval process. When the process involves work beyond the expected, such as US Army Corps of Engineering permits, appearances at special meetings, etc., such work would be considered to be outside the scope of work of this proposal.
- Prepare a final cost estimate for both the packages.

## **B. Special Services - Design Phase**

### **1. Geotechnical Services**

- Obtain soil borings and geotechnical information for the proposed project based on information provided by Joiner Architects. Provide a geotechnical engineering report summarizing the findings and recommendations.
- A budget for performing borings is included in this proposal.
- Utilize a subcontract geotechnical firm mutually agreeable to the City and ARKK.

### **2. Storm Water Pollution Prevention Plan**

- Prepare a Storm Water Pollution Prevention Plan (SWPPP), including a Notice of Intent (NOI) and a Notice of Termination (NOT), in accordance with the

Texas National Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction.

### **3. Reproduction of Plans and Specifications**

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports provided to the City and the design Architect.
- Reproduction for review sets submittals to other governmental agencies and pipeline/utility companies will be included in the cost for reproduction.

## **II. CONSTRUCTION PHASE SERVICES**

### **A. Limited Construction Phase Services**

- Joiner Architects will be providing construction administration and management for the project. ARKK Engineers will provide support on an as-needed basis for construction phase services related to the civil design of the project.
- Review and respond accordingly to civil design submittals submitted by the Contractor if requested.
- Assist Joiner Architects with the preparation of any change orders necessitated by field conditions for the civil portion of the work.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents.

### **B. Special Services – Construction Phase**

#### **1. Construction Phase Field Support:**

- Provide on-call site support to the City's project site representative during the construction phase.

**FEE**

The fee for the services is outlined below:

**1. FINAL DESIGN PHASE (2 PACKAGES)**

Final Design Phase Services: lump sum amount of	\$136,950.00
Geotechnical Services: Cost plus 10%	\$ 17,910.00
Storm Water Pollution Prevention Plan: lump Sum amount of	\$7,500.00
*Reproduction: Subcontractor's Cost plus 10%	\$1,000.00
*Miscellaneous Services: Hourly and Cost plus 10%	<u>\$5,000.00</u>
<b>Final Design Phase Fee:</b>	<b>\$168,360.00</b>

**2. CONSTRUCTION PHASE**

*Limited Construction Phase Services: (Hourly and cost plus 10%)	\$ 24,460.00
*Construction Field Support Services: (Hourly and cost plus 10%)	<u>\$10,000.00</u>
<b>Construction Phase Fee:</b>	<b>\$34,460.00</b>

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**Total All Services: \$202,820.00**

\*At this time the magnitude of these tasks are not known. Therefore budgetary amounts are provided. These figures may increase or decrease depending upon actual work required. If an increase becomes necessary it can be accomplished by utilizing available funds from other line items that have under run, or by contract amendment.

The construction field support fee includes budgetary hourly costs for an on-call project site representative and vehicle charges of \$35.00 per day. Hourly charges for project-site representative shall be charged based on a raw labor rate times a multiplier of 2.70. Hourly charges for office personnel shall be charged based on a raw labor rate times a multiplier of 2.99. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers, LLC appreciates the opportunity to submit this proposal and we look forward to continuing working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC

  
Madhu Kilambi, P.E.

Senior Project Manager / Principal

**ATTACHMENT "B"**  
**INSURANCE LIMITS**

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000